

HANDBOOK OF THE CARROLLWOOD RECREATION DISTRICT BOARD OF TRUSTEES

2022



ORIGINAL CARROLLWOOD

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**HANDBOOK OF THE
CARROLLWOOD RECREATION DISTRICT (CRD)
BOARD OF TRUSTEES
2022**



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The following information will be contained in this handbook to be distributed to all CRD Board Members:

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THE CARROLLWOOD RECREATION TAX DISTRICT

The Carrollwood Recreation District is responsible for the following:

- Maintenance of the Recreation Center and grounds at 3515 McFarland Road
- Supervision and scheduling of recreational activities at the Recreation Center
- Scheduling the use of the Recreation Center by Original Carrollwood organizations and rental groups
- Operation and maintenance of White Sands Beach, Scotty Cooper Park, and Original Carrollwood Park
- Maintenance of main entrance, landscaped parkways, and islands of Original Carrollwood
- Preparation of annual operating budgets and determination of tax levy

RECREATIONAL AMENITIES

- Four lighted tennis courts
- Playground equipment at Scotty Cooper Park and Original Carrollwood Park
- Picnic areas at White Sands Beach, Scotty Cooper Park, and Original Carrollwood Park
- Lake and beach
- Fishing docks
- Recreation Center

**BYLAWS
OF THE
CARROLLWOOD RECREATION DISTRICT**

ARTICLE I – GENERAL

SECTION 1. CREATION AND PURPOSE. The Carrollwood Recreation District, hereinafter referred to as the “District,” is a special district of the State of Florida created by special act of the Florida Legislature for the purposes set forth therein.

SECTION 2. ENABLING LEGISLATION. The District was created by Ch. 72-565, Laws of Florida, which was amended or revised in whole or in part by Ch. 75-385, Laws of Florida; Ch. 81-394, Laws of Florida; Ch. 84-445, Laws of Florida; Ch. 98-475, Laws of Florida; and Ch. 99-418, Laws of Florida, which is the District’s current enabling Act as of the date of the adoption of these Bylaws.

ARTICLE II – BOARD OF TRUSTEES

SECTION 1. GOVERNING BODY. The governing body of the District shall be its Board of Trustees.

SECTION 2. NUMBER OF TRUSTEES. The Board of Trustees shall consist of nine (9) Trustees who shall be elected or appointed as provided in Ch. 99-418, Laws of Florida.

SECTION 3. TERM. Trustees shall serve for a term of two (2) years and may be re-elected. Trustees missing three (3) or more meetings may be asked to resign or the Board of Trustees can vote them off the Board.

SECTION 4. QUORUM. Six (6) Trustees shall constitute a quorum for the transaction of official business of the District.

SECTION 5. ACTION BY BOARD OF TRUSTEES. Except as may otherwise be provided by law, a vote of a majority of the Trustees present shall be required to pass any motion or resolution and for taking a binding vote or binding action on any issue.

SECTION 6. BOARD OF TRUSTEES TO ACT AS A PUBLIC BODY. The Board of Trustees is subject to all laws of the State of Florida relating to open government, financial disclosure, avoidance of conflicts of interest, and ethics.

SECTION 7. NO COMPENSATION. Trustees of the District are not entitled to compensation for services rendered on behalf of the District but are entitled to be reimbursed from funds of the District for any authorized disbursements properly incurred on behalf of the District.

ARTICLE III – OFFICERS

SECTION 1. OFFICERS. The Board of Trustees shall elect from its membership a President, a Vice President, a Secretary, and a Treasurer, who shall be the only officers of the Board of Trustees.

SECTION 2. TERM. Officers shall be elected for a one (1) year term and may be re-elected.

SECTION 3. POWER AND DUTIES OF OFFICERS. The Officers of the Board of Trustees shall have the following powers and duties:

(A) President

The President shall:

- i. Preside over all meetings of the Board of Trustees;
- ii. Execute checks, drafts, notes, contracts or other instruments on behalf of the District whenever the Board of Trustees has authorized or directed the President to do so;
- iii. Serve as a member and the Chairman of the Executive Committee created pursuant to Article V of these Bylaws;
- iv. Appoint the Chairmen of the other standing committees created pursuant to Article V of these Bylaws;
- v. Approve the agenda for meetings of the Board of Trustees.

The president may:

- i. Remove, with or without cause, with Executive Committee approval, the

Chairman of any standing committee created pursuant to Article V of these Bylaws;

- ii. Appoint an ad hoc committee to solicit candidates for the Board of Trustees;
- iii. Appoint an ad hoc committee to nominate officers for the Board of Trustees;
- iv. Appoint an ad hoc committee, to be chaired by the Treasurer, to prepare an annual budget for consideration by the Board of Trustees;
- v. Appoint members to any liaison committee of the Carrollwood Civic Association to represent the District's interests in matters of joint concern to the District and the Carrollwood Civic Association;
- vi. Appoint members to such other ad hoc committees as may be created by the Board of Trustees;
- vii. Exercise any other power incident to the office of President, to the extent such other powers are not inconsistent with the District's enabling of legislation, general or special law, or these Bylaws.

(B) Vice President

The Vice President shall:

- i. In the absence of the President, preside over any meeting of the Board of Trustees;
- ii. Exercise the powers of the President in the event the office of President shall be vacant due to resignation, removal, death or incapacity of the President;

- iii. Execute checks on behalf of the District whenever the Board of Trustees has authorized or directed the Vice President to do so;
- iv. Perform such other duties as may be directed by the President or the Board of Trustees;
- v. Exercise any other power incident to the office of Vice President, to the extent such other powers are not inconsistent with the District's enabling of legislation, general or special law, or these Bylaws.

(C) Treasurer

The Treasurer shall:

- i. Chair any committee appointed by the President for purposes of preparing an annual budget;
- ii. Provide monthly reports with respect to the spending, budget and other financial matters of the District;
- iii. Supervise any financial audits of the District;
- iv. Serve as a financial advisor to the Board of Trustees;
- v. Execute checks on behalf of the District whenever the Board of Trustees has authorized or directed the Treasurer to do so;
- vi. Perform such other duties as may be directed by the President or the Board of Trustees;
- vii. Exercise any other power incident to the office of Treasurer, to the extent such other powers are not inconsistent with the District's enabling of legislation, general or special law, or these Bylaws.

(D) Secretary

The Secretary shall:

- i. Prepare and maintain written minutes of all meetings of the Board of Trustees and the Executive Committee;
- ii. Act as the designated custodian of the public records of the District;
- iii. Perform such other duties as may be directed by the president or the Board of Trustees;
- iv. Exercise any other power incident of the office of Secretary, to the extent such other powers are not inconsistent with the District's enabling of legislation, general or special law, or these Bylaws.

ARTICLE IV – MEETINGS

SECTION 1. ORGANIZATIONAL MEETING. An organizational meeting of The Board of Trustees shall be held annually on the first Tuesday after the first Monday in January, or as soon thereafter as is practicable, to elect the officers of The Board of Trustees and to establish a regular monthly meeting date, time and place, which shall be advertised in a newspaper of general circulation in Hillsborough County, Florida, as soon thereafter as practicable. The Board of Trustees may also conduct at its organizational meeting any other business of the District that may properly come before it.

SECTION 2. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly in accordance with the schedule adopted by the Board of Trustees at its organizational meeting.

SECTION 3. SPECIAL MEETINGS. Special meetings of the Board of Trustees may be called by the President and may be held at any time or place upon proper notice. The purpose of any special meeting shall be designated in the notice, and no other business of the District may be conducted at a special meeting except that specified in the notice.

SECTION 4. NOTICE OF REGULAR AND SPECIAL MEETINGS. The Board of Trustees shall give reasonable public notice of all regular and special meetings.

SECTION 5. EMERGENCY MEETINGS. Emergency meetings of the Board of Trustees may be held only where there is an immediate danger to the public health, safety, or welfare. An emergency meeting shall occur no sooner than one (1) hour after such emergency meeting is called by the President, and every reasonable measure shall be taken to notify the public and the media of any emergency meeting. The President shall state with specificity the purpose of the emergency meeting, and any notice of an emergency meeting shall state the purpose thereof. No business of the District may be conducted at an emergency meeting except as specified by the President and stated in any notice of the meeting.

SECTION 6. OPEN MEETINGS. All regular, special, and emergency meetings of the Board of Trustees shall be open to the public except as provided by law.

SECTION 7. CONDUCT OF MEETINGS. All meetings of the Board of Trustees shall be conducted in accordance with the most recent edition of *Roberts Rules of Order*, except to the extent specifically provided otherwise by the Bylaws or by applicable law.

SECTION 8. CONSENT AGENDA. Items of business that in the determination of the President are deemed routine, ministerial, or standard may be placed on a consent agenda. The Board of Trustees shall approve all items on the consent agenda by a single vote on the consent agenda. Any Trustee may request that any item be removed from the consent agenda and moved to the regular agenda for consideration and action. In such case, the balance of the consent agenda may be approved by a single vote of the Board of Trustees on the consent agenda.

SECTION 9. ORDER OF BUSINESS FOR REGULAR MEETINGS. At regular meetings of the Board of Trustees, the general order of business shall be as follows:

1. Call to Order
2. Roll Call
3. Determination of Quorum
4. Public Comment
5. Approval of Minutes
6. Consent Agenda

7. Regular Agenda

8. Adjournment

SECTION 10. ORDER OF BUSINESS FOR SPECIAL MEETINGS. At a special meeting of the Board of Trustees, the order of business shall be as follows:

1. Call to Order
2. Roll Call
3. Determination of Quorum
4. Public Comment limited to the subject of the special meeting
5. Business which is the subject of the special meeting
6. Adjournment

SECTION 11. PUBLIC COMMENT. In order to ensure the orderly and efficient conduct of its meetings, public participation shall be as follows:

- i. Public comment shall be limited to three (3) minutes per speaker and to a total of thirty (30) minutes overall, unless additional time is approved by the Board of Trustees at any given meeting.
- ii. Persons wishing to address the Board of Trustees shall sign the speaker's list prior to the meeting being called to order and shall specify the agenda item, if any, which the person wishes to address.
- iii. Public comment will occur in the order reflected in the speaker's list. At the discretion of the presiding officer, persons wishing to address specific agenda items may be given preference over persons wishing to address

items of general concern. Public comment at a special meeting shall be limited to the subject matter of the special meeting.

- iv. Any person whose conduct is disruptive of a meeting may be removed from the meeting.

ARTICLE V – COMMITTEES

SECTION 1. STANDING COMMITTEES. The District hereby creates and authorizes the following standing committees:

1. Executive Committee
2. Recreation Center Committee
3. Tennis Committee
4. White Sands Beach Committee
5. Scotty Cooper Park Committee
6. Original Carrollwood Park Committee
7. Grounds Committee
8. Community Development Committee

SECTION 2. EXECUTIVE COMMITTEE. The Executive Committee shall consist of the President, the Vice President, the Treasurer, and the Secretary.

SECTION 3. MEMBERSHIP OF OTHER STANDING COMMITTEES. The membership of the standing committees other than the Executive Committee shall be as follows:

- i. The Chairman of each standing committee shall be appointed by the President and shall be a member of the Board of Trustees.
- ii. Each standing committee will have at least two (2) members in addition to the Chairman, at least one of which will be a non-Trustee member of the community.
- iii. Standing committee members will be selected by the Chairman of each standing committee.
- iv. A majority of the members of any standing committee shall constitute a quorum of that standing committee.
- v. The standing committees are advisory only and any recommendation or decision of a standing committee must be approved by the Board of Trustees.

SECTION 4. FUNCTIONS OF STANDING COMMITTEES.

- i. The Recreation Center Committee is responsible for overseeing all phases of the operations, policies and security of the Recreation Center, including the tennis courts.
- ii. The Tennis Committee is responsible for overseeing all phases of the operation, policies, and security of the tennis courts.
- iii. The White Sands Beach Committee is responsible for overseeing all phases of the operations, policies, and security of White Sands Beach.
- iv. The Scotty Cooper Park Committee is responsible for overseeing all phases of the operations, policies, and security of Scotty Cooper Park.

- v. The Original Carrollwood Park Committee is responsible for overseeing all phases of the operations, policies, and security of Original Carrollwood Park.
- vi. The Grounds Committee is responsible for proper care of the District's grounds, including all grass, shrubbery, trees and plants at the Recreation Center, the beaches, the islands, and any other property under the control or jurisdiction of the District.
- vii. The Community Development Committee is responsible for long-range plans for capital improvements and major repairs of existing District facilities.

SECTION 5. AD HOC COMMITTEES. The District may create and the President may appoint members to ad hoc committees to address specific concerns of the District from time to time as the Board of Trustees may deem appropriate or desirable.

SECTION 6. NOTICE AND OPEN MEETINGS. Reasonable public notice of all committee meetings shall be provided, and all committee meetings shall be open to the public, except as provided by law.

ARTICLE VI – FINANCIAL MATTERS

SECTION 1. FISCAL YEAR. The fiscal year of the District shall begin on October 1 of each year and end on September 30 of the following year.

SECTION 2. EXECUTION OF CHECK AND DOCUMENTS. The President, Vice President, and Treasurer are authorized to execute checks and documents on behalf of the District. Any disbursement of funds, except funds expended from the petty cash fund, shall be by check or draft signed by any two (2) of the officers designated in this section.

SECTION 3. PETTY CASH. A petty cash fund may be created upon approval of the Board of Trustees, which shall approve procedures for the expending of money from the petty cash fund.

SECTION 4. PAYMENT AUTHORIZATION REQUIREMENTS. Unless an exception in Paragraphs (a) through (d) below applies, all payments of District funds must be approved by a majority vote of the Board of Trustees and three competitive bids must be solicited prior to consideration by the Board. All expenditures of District funds that are required by statute to include a competitive bidding process shall be accomplished in the manner required by statute.

- a) Expenditures of \$2,000 or less that are included in the approved budget may be paid at the discretion of the Chairman of the appropriate committee without competitive bids and without further approval of the Board of Trustees. This paragraph does not apply to expenditures paid from the Debt Service Fund.
- b) Expenditures in excess of \$2,000 but no more than \$4,000 that are included in the approved budget may be paid without competitive bids, but must be approved by the

Board of Trustees. This paragraph does not apply to expenditures paid from the Debt Service Fund or the Capital Improvements Fund.

- c) All scheduled debt service payments that are included in the approved budget may be paid at the discretion of the President, Vice President, or Treasurer without further approval of the Board of Trustees. Any non-scheduled pre-payments of debt service require approval of a majority vote of the Board of Trustees.
- d) Emergency repair work may be authorized by any Trustee, up to a limit of \$5,000 per occurrence. Emergency repair work that will cost more than \$5,000 shall be approved by a majority vote of the Board, meeting in regular or special session. Emergency repair work is defined as expenditures that are necessary to remedy an immediate threat to public safety or those that are necessary to avoid closure of any District facility or significant amenity of a District facility. Damages that may be remedied by a partial closure of a portion of a facility that does not significantly affect the overall service provided by that facility do not qualify as emergency repair work.

At any time, the Board of Trustees by a majority vote at a regular or special meeting may temporarily suspend any of the exemptions provided for under Paragraphs (a) through (d) from the general provisions of Section 4 as they relate to a specific expenditure. Such a temporary suspension must specifically state the intended expenditure to be suspended from the exemptions and the time period of the suspension, not to exceed 90 days. Suspensions of exemptions may be renewed after expiration by a majority vote of the Board of Trustees.

ARTICLE VII – BYLAWS

SECTION 1. AUTHORITY. These Bylaws are adopted pursuant to the authority of Ch. 99-418, Laws of Florida sections 7(4), (5) and (30), and other applicable law, and supersede any previously adopted Bylaws of the District.

SECTION 2. AMENDMENT OF BYLAWS. The Board of Trustees may alter or amend these Bylaws at any regular meeting, provided the text of any proposed amendment to the Bylaws shall have been published and placed on the agenda of at least one (1) prior regular meeting.

ADOPTED as the Bylaws of the CARROLLWOOD RECREATION DISTRICT
at the regular meeting of the Board of Trustees held October 14, 2013.

By: **Mickey Jaap**

Name: Michael J. “Mickey” Jaap

Secretary: Joseph Costa

CARROLLWOOD RECREATION DISTRICT
OFFICERS & COMMITTEES

A. EXECUTIVE COMMITTEE

1. Composed of President, Vice President, Treasurer, and Secretary
 - a. President
 - (i) Appoint Committee to solicit suitable candidates for Carrollwood Recreation District Board of Trustees
 - (ii) Appoint Nominating Committee for CRD officers
 - (iii) Appoint Committee to prepare annual budget for the consideration of the Board of Trustees; this Committee is chaired by the CRD Treasurer
 - (iv) Appoint two or three CCA Liaison members to work with the CCA-CRD Liaison Committee when matters of joint concern arise
 - (v) Plan agenda for Board meetings in sufficient detail so that Board members are prepared to discuss and act on current matters of interest; agenda will be distributed to Board members at least three days prior to the Board meeting
 - b. Vice President
 - (i) Preside and act in absence of President
 - (ii) Advise President
 - c. Treasurer
 - (i) Chair Committee responsible for preparing annual budget for consideration of the Board of Trustees
 - (ii) Generate monthly Treasurer's report, monthly accountant's report, and annual audit; monitor spending as related to budget and other considerations (general overview)
 - (iii) Financially advise the Board of Trustees

d. Secretary

(i) Take minutes of each meeting of the Board of Trustees of the Carrollwood Recreation District and Executive Committee meetings

(ii) Prepare the official records of such meetings

2. Gives general direction and guidance for the work of the Board of Trustees; establishes goals and objectives for consideration by the Board
3. Makes emergency decisions for the Board if the situation cannot be delayed until the next scheduled Board meeting (excluding major expenditures or permanent replacement of employees)
4. Hiring of CRD Personnel
 - a. Confers with Recreation Center Committee Chairman during the recruiting and interviewing process for the Recreation Director's position
 - b. Confers with Recreation Director during the recruiting and interviewing process for the Maintenance employee's position
 - c. Makes recommendations to the Board of Trustees on the hiring of any personnel for the Carrollwood Recreation District

B. RECREATION CENTER COMMITTEE

1. The Chairman is appointed by the President of the Carrollwood Recreation District, being selected from the membership of the Board of Trustees.
2. The Committee is composed of at least three members; at least one member of the Committee is a non-Board member from the community. Committee members are selected by the Chairman.
3. The Chairman is responsible for overseeing all phases of the operation, policy, and security of the Recreation Center, including the tennis courts. All decisions and recommendations resulting from such responsibility require approval of the Board of Trustees.
4. The Committee is the Board of Trustees' contact with the Recreation Director. Any of the responsibilities may be delegated to the Recreation Director as appropriate.
5. The Chairman counsels and advises the Recreation Director in providing recreational activities and assists him or her in providing instructional recreation programs, with reasonable fees for class participation.
6. The Chairman confers with the Executive Committee during the recruiting and interviewing process for the position of Recreation Director.

C. TENNIS COMMITTEE

1. The Tennis Committee is a subcommittee of the Recreation Center Committee, and the Chairman is appointed by the President of the Carrollwood Recreation District from the membership of the Board of Trustees.
2. The membership of the Tennis Committee is determined and selected by the Chairman as he or she deems advisable for effective operation. Members may consist of Board members and community members who are non-Board members.
3. The Chairman is responsible for overseeing all phases of the operation, policy, and security at the Tennis Courts. All decisions and recommendations resulting from such responsibility require approval of the Board of Trustees.

D. WHITE SANDS BEACH COMMITTEE

1. The Chairman is appointed by the President of the Carrollwood Recreation District, being selected from the membership of the Board of Trustees.
2. The Committee is composed of at least three members; at least one member of the Committee is a non-Board member of the community. Committee members are selected by the Chairman.
3. The Chairman is responsible for overseeing all phases of the operation, policy, and security at White Sands Beach. All decisions and recommendations resulting from such responsibility require approval of the Board of Trustees.

E. SCOTTY COOPER PARK COMMITTEE

1. The Chairman is appointed by the President of the Carrollwood Recreation District, being selected from the membership of the Board of Trustees.
2. The Committee is composed of at least three members; at least one member of the Committee is a non-Board member of the community. Committee members are selected by the Chairman.
3. The Chairman is responsible for overseeing all phases of the operation, policy, and security of Scotty Cooper Park. All decisions and recommendations resulting from such responsibility require approval of the Board of Trustees.

F. ORIGINAL CARROLLWOOD PARK COMMITTEE

1. The Chairman is appointed by the President of the Carrollwood Recreation District, being selected from the membership of the Board of Trustees.
2. The Committee is composed of at least three members; at least one member of the Committee is a non-Board member of the community. Committee members are selected by the Chairman.

3. The Chairman is responsible for overseeing all phases of the operation, policy, and security of Original Carrollwood Park. All decisions and recommendations resulting from such responsibility require approval of the Board of Trustees.

G. GROUNDS COMMITTEE

1. The Chairman is appointed by the President of the Carrollwood Recreation District, being selected from the membership of the Board of Trustees.
2. The Committee membership consists of the Chairman and one other Board member, selected by the Chairman.
3. Responsibilities
 - a. Maintaining grounds (all grass, shrubbery, trees) at the Recreation Center, beaches, islands, and any other property under control of the Carrollwood Recreation District.
 - b. Advising and overseeing bids for lawn care services, including detailed statement of nature of work to be done and schedule. Submitting bids to Board of Trustees for awarding of contract.
 - c. Maintaining regular contact with lawn care supervisory personnel to verify that work is satisfactorily performed.

H. COMMUNITY DEVELOPMENT COMMITTEE

1. The Chairman is appointed by the President of the Carrollwood Recreation District, being selected from the membership of the Board of Trustees.
2. The Committee is composed of at least four members: the Chairman, two other Board members selected by the Chairman, and one non-Board member from the community.
3. Responsibilities
 - a. Conferring with and informing the Board of Trustees regarding future developments impacting CRD's ability to perform its responsibility to Carrollwood—providing adequate recreational facilities and programs.
 - b. Overseeing long-range plans for capital improvements and major repairs of present facilities. When a specific plan is adopted, the Committee will take necessary actions to get the plan executed (including things like architectural drawings and specifications, advertising for bids and submission of bids to the Board of Trustees for awarding of contract, supervision of construction, and recommend payment for satisfactory work accomplished).
 - c. Reviewing the Enabling Act annually.

**CARROLLWOOD RECREATION DISTRICT
BOARD OF TRUSTEES**

**CALENDAR OF
RECURRING RESPONSIBILITIES**

Month

Board Meeting Activity or Responsibility

January

An organizational meeting is held the first Tuesday after the first Monday in January, or as soon thereafter as practicable. At this meeting, the Trustees elect the President, Vice President, Secretary, and Treasurer. The President then appoints all Committee Chairmen.

New members receive a copy of the CRD handbook and budget. Current Board members answer questions raised by new members about the Board and its responsibilities.

A new CRD handbook is posted in a PDF to the website.

The President updates trespass authorizations with Sheriff's office for OCP, SCP, WSB, and the Recreation Center.

The President submits Off-Duty Deputy request for WSB to the Sheriff's Office for Spring Break.

The Secretary, Treasurer, and Committee make reports.

The Treasurer asks Committees for information regarding the next year's budget (to be turned in at March meeting).

The Treasurer sends an annual payment to Department of Community Affairs (\$175).

The Secretary sends a letter to both the Supervisor of Elections and Hillsborough County Sheriff, listing names and addresses of all Board members.

The Secretary sends a letter to the Department of Community Affairs, listing dates of meetings for the year and including a copy of the budget.

The White Sands Beach Chairman presents bids for security for upcoming spring break and summer.

The Recreation Center Chairman solicits bids for lift station maintenance contract for presentation at February meeting.

The Executive Committee holds a meeting.

February The Secretary, Treasurer, and Committee make reports.

The Treasurer attends Hillsborough County's annual tax assessment and collection meeting.

The weed control permits for White Sands Beach and Scotty Cooper Park are renewed every three years. Although it is handled by the weed control company presently, obtaining the permit is ultimately the Board's responsibility.

The Executive Committee holds a meeting.

March The Secretary, Treasurer, and Committee make reports.

In even numbered years, the President submits election deadlines to *The Caroler* for publication in April's edition. (Those election deadlines include May's deadline for filing by petition and June's deadline for filing by paying filing fee.)

Committee Chairpersons give the Treasurer their budget requests for next year.

The Treasurer reviews audits, makes recommendations for responses, and requests the Board to approve the audit.

The Treasurer sends the following items to the appropriate parties:

1. State Controller
 - a. Annual Financial Report
 - b. Audited Financial Statements
 - c. Bonded Indebtedness Reporting Form
2. Hillsborough County Clerk of Circuit Court
 - a. Annual Financial Report
 - b. Audited Financial Report
 - c. Written statement of explanation of deficiencies noted in audit
3. Auditor General
 - a. Two copies of Annual Financial Report
 - b. Written statement of explanation of deficiencies noted in audit
4. Department of Community Affairs
 - a. Map of District
 - b. Copy of meeting schedule for next year
 - c. Annual Financial Report (8 ½ x 14 document)
 - d. Audited Financial Report
 - e. Bonded Indebtedness Reporting Form

The White Sands Beach Committee orders new boat decals in even numbered years.

The Grounds Committee Chairperson makes recommendation for lawn service contract and tree service contract.

The Executive Committee holds a meeting.

April

The Secretary, Treasurer, and Committee make reports.

In even numbered years, the President submits election deadline (June deadline for filing by paying filing fee) to *The Caroler* for publication in the May edition.

A motion is made to authorize the Treasurer to publish a notice of public hearing for next year's budget in a newspaper such as the *Tampa Bay Times*.

The Treasurer publishes notice giving date, time, and place of public hearing for next year's budget.

The Treasurer renews the Florida State Sales Tax Exemption Certificate (every five years).

The Executive Committee holds a meeting.

May

The Secretary, Treasurer, and Committee make reports.

The President requests the next fiscal year's lease invoice from the CCA.

The President submits current year's Form 1 and reminds all Trustees to submit to Hillsborough County Supervisor of Elections Office by July 1 deadline.

The Board performs a preliminary review of next year's budget.

The Executive Committee holds a meeting.

Petitions for re-election are due to the Supervisor of Elections Office for any Trustee wishing to appear on the ballot in November for the next two-year term. The deadline is usually the first week of May.

The Secretary publishes notice of June's public hearing in a newspaper such as the *Tampa Bay Times*.

June

A public hearing on the next year's budget is conducted.

The President or Treasurer solicits bids for the following fiscal year's audit.

- June** The President reminds all Trustees to submit Form 1 to Hillsborough County Supervisor of Elections Office by the July 1 deadline.
- The Secretary, Treasurer, and Committee make reports.
 A motion is made to approve next year's budget, to set the tax rate, and for the Board to authorize the Treasurer to certify the tax roll to the tax collector.
- The Treasurer certifies the tax roll to the tax assessor and turns in the electronic roll to the tax collector.
- The Executive Committee holds a meeting.
- Registration fees for re-election are due to the Supervisor of Elections Office for any Trustee wishing to appear on the ballot in November for the next two-year term. The deadline is usually the first week of June.
- July** The Secretary, Treasurer, and Committee make reports.
- The Board votes to engage audit firm for following year's audit.
- The Treasurer reviews the status of current budget to control or accelerate expenditures.
- The Executive Committee holds a meeting.
- August** The Secretary, Treasurer, and Committee make reports.
- The Treasurer reviews the status of current budget to control or accelerate expenditures.
- The Treasurer obtains a proposal from the auditor for a year-end audit.
- Executive Committee holds a meeting.
- September** The Secretary, Treasurer, and Committee make reports.
- The Treasurer gets authorization for an auditor.
- The Executive Committee holds a meeting.

- October** The Secretary, Treasurer, and Committee make reports.
- The President makes a motion to approve annual salary adjustments for employees.
- The Treasurer pays the annual lease payment to the CCA.
- The Executive Committee holds a meeting.
-
- November** The Secretary, Treasurer, and Committee make reports.
- The final budget revisions for previous year are approved.
- The Treasurer submits the annual audit to auditor.
- The Executive Committee holds a meeting.
-
- December** The schedule of meetings for the upcoming year is established. Meeting dates, times, and locations are required to be published in a newspaper such as the *Tampa Bay Times*. This schedule should also include the January organizational session.
- The Secretary, Treasurer, and Committee make reports.
- The President contacts the insurance agent and renews \$5,000 surety bond.
- Retiring Board members are recognized.
- A reminder is made of the organizational session to be held the first Tuesday after the first Monday in January, or as soon thereafter as practicable.
- The Executive Committee holds a meeting.
- The White Sands Beach Chairman solicits security contract bids (to present at the January meeting).

NOTES:

Committee Chairpersons: committee meetings are open to the neighborhood. Committee Members serve at the pleasure of the Committee Chairperson. Select your Members carefully. Choose a few good people!

An invoice is required for every check that is written. The invoice should have the payee, the date, the amount, an explanation of the good or service received, and the account number from which the funds are taken.

New boat decals are issued in July of the even numbered years. Boats must be owned by and registered to a resident to obtain a decal.

Board Members: keep the Recreation Director up to date on your activities to prevent duplication of efforts.

PUBLIC NOTICE REQUIREMENT--MEETINGS

The CRD is required each year to publicly post meetings scheduled for the entire year.

0000202838-01

Tampa Bay Times Published Daily

STATE OF FLORIDA
COUNTY OF Hillsborough

Before the undersigned authority personally appeared **Courtney Freeh** who on oath says that he/she is **Legal Advertising Representative of the Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida, that the attached copy of advertisement, being a Legal Notice in the matter **RE: Carrollwood Recreation District 2022 Meeting Schedule** was published in **Tampa Bay Times** 1/ 2/22 in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this **01/02/2022**

Signature of Notary Public

Personally known ☒ or produced identification

Type of identification produced



**CARROLLWOOD
Recreation District
Meeting Schedule**

The Carrollwood Recreation District, a Florida Independent special district, meets on the 2nd Monday of months, at 6:30 p.m. The meetings are open to the public and held at the Carrollwood Recreation Center located at: 3515 McFarland Road, Tampa, Florida 33618. More information on the District can be found online at: www.carrollwoodcrd.com

The Carrollwood Recreation District 2022 Meeting Schedule as approved by the District Board includes the following dates:

| | |
|--|--|
| Annual Organizational Session | 6:00 pm, Monday, January 10, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, January 10, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, January 10, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, January 22, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, February 14, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, February 14, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, February 26, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, March 14, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, March 14, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, March 26, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, April 11, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, April 11, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, April 23, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, May 9, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, May 9, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, May 28, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, June 13, 2022 |
| Public Hearing: 2022 Fiscal Year Ending Budget | 6:30 pm, Monday, June 13, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, June 13, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, June 25, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, July 11, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, July 11, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, July 23, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, August 8, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, August 8, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, August 27, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, September 12, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, September 12, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, September 24, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, October 10, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, October 10, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, October 22, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, November 14, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, November 14, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, November 26, 2022 |
| Regular Monthly Executive Committee Meeting | 6:00 pm, Monday, December 12, 2022 |
| Regular Monthly Board of Trustees Meeting | 6:30 pm, Monday, December 12, 2022 |
| Monthly Committee Meeting | 10:00 am, Saturday, December 17, 2022 |

01/02/2022 0000202838

PUBLIC NOTICE REQUIREMENT—BUDGET HEARING

Each year, the Treasurer publicly posts June's budget adoption hearing date.

An example of such notice is below:

The Board of Trustees of the Carrollwood Recreation District, a Florida independent special district, will hold a public hearing on Monday, June 13, 2022, at 6:30 p.m. The purpose of the public hearing will be so property owners and residents within the district may appear and be heard before the adoption of the 2022-2023 budget. The meeting is open to the public and will be held at the Carrollwood Recreation Center located at 3515 McFarland Road, Tampa, Florida 33618. Persons with disabilities needing special accommodations to participate in this meeting should contact the District Office at 813-932-1257 at least 24 hours prior to the meeting. More information on the District can be found online at *www.OriginalCarrollwoodCRD.com*.

TEMPLATES FOR CRD CONTRACTS

CRD Board members are required to use the attached templates when hiring subcontractors and purchasing goods. Please read the following instructions carefully.

1. Determine which of the three templates is most appropriate:

- a. Goods (Appendix A)
- b. Services (Appendix B)
- c. Good and Services (Appendix C)

The Goods Template will not be used often because most items purchased by the CRD require labor for installation, which calls for the Goods and Services Template. For example, use a Services template to hire a tree trimming company, and to engage a fence contractor or roofing contractor, use the Goods and Services Template.

2. Fill out the information at the top of the first page, identifying the subcontractor or vendor (Seller) using the company's legal business name, including "Inc.," "LLC," or "LP."
3. Prepare a written Scope of Services and include as Attachment I when preparing a Contract for Services only. When procuring Goods (and/or Services), itemize the goods to be purchased in Attachment I and then provide the Scope of Services as Attachment II.
4. Send contract to the Seller with instructions to do the following:
 - a. Review the contract carefully
 - b. Return a signed copy of the contract
 - c. Return a copy of the company's insurance certificate to the Business Office for the CRD files
5. Send a fully executed copy of the contract to the Seller and include the words "Notice to Proceed" in the email or fax cover page authorizing the Seller to begin work. The scanner in the Business Office can be used for this purpose.
6. Direct the Office Manager to create a hard copy file in the Business Office. The file name needs to include the project name and year executed. The following items must be included in the file:
 - a. CRD request for proposal
 - b. Seller's proposal
 - c. Executed contract including all drafts of changes, if applicable
 - d. A copy of Seller's Certificate of Insurance (COI), (Appendix D)
 - e. A copy of the CRD Notice to Proceed

Once the project is completed and payment issued, ask the Office Manager to add a memo or receipt for the check to the file before archiving. Files will be retained for ten years.

OTHER IMPORTANT TEMPLATE INSTRUCTIONS

1. If the Seller signs the agreement without requesting changes, CRD board members are authorized to execute the contract and issue a Notice to Proceed to the Seller. If the Seller requests changes to the contract language, the following are options:
 - a. Discuss the changes at the next monthly board meeting
 - b. Attend a committee meeting and seek an Executive Committee member approval
 - c. Present changes to the CRD legal counsel for advice; this is a last resort—make every effort to resolve changes internally before requesting assistance from the CRD attorney
2. Upon CRD approval of any requested changes, place your initials next to each entry in the working copy of the contract before executing it.
3. Some companies may not have pollution liability insurance, and the amount of professional liability insurance can vary from company to company. These entries have been left blank in each template. If you are unsure what these limits should be for your particular scope of work, please contact Mr. Mickey Williams at 813-695-5555 for assistance.
4. Microsoft Word versions of these templates are kept in the Business Office, but they are NOT for distribution; use the Microsoft Word version to draft the agreement before sending to the Seller, and then scan the agreement or convert it into an Adobe PDF file and deliver or email it to the Seller. The CRD Office Manager can assist with conversions to PDF. Seller may request changes, but only by handwriting them in the margin of the original draft agreement.

MAINTENANCE RESPONSIBILITIES FOR DOCUMENTS

The following documents are to be stored in the Business Office (located inside the Recreation Center):

- Enabling Act
- Agreement with Carrollwood Civic Association (CCA)
- Sunstate Builders Deed
- Election Statute
- Inventory
- Deeds
- Plans
- Insurance Policies

The Enabling Act, the lease agreement with the CCA, and the Sunstate Builders deed are included in this handbook in abridged format. The original documents stored in the Business Office offer the complete, unabridged text.

The appropriate committees are responsible for maintaining documents as described:

- Recreation/Tennis Committee
 - Policy
 - Maintenance Record
 - Budget
 - Programs
 - Tennis Rules
 - CRD Building Use Rules
 - Rental Schedule
- White Sands Beach Committee
 - Policy
 - Maintenance Record
 - Budget
 - Use Rules
 - Boat Registration
- Scotty Cooper Park Committee
 - Policy
 - Maintenance Record
 - Budget
 - Use Rules
 - Capital Improvements

- Original Carrollwood Park Committee
 - Policy
 - Maintenance Record
 - Budget
 - Use Rules
 - Capital Improvements
- Grounds Committee
 - Policy
 - Programs
 - Budget
 - Maintenance Contracts
 - Specifications
 - Bid Procedure
- Community Development Committee
 - Research and Recommendations for Contractors, Plans, and Schedules
 - Short- and Long-Range Plan
 - Short- and Long-Range Programs

CHAPTER 99-418

Senate Bill No. 2582

An act relating to the Carrollwood Recreation District, Hillsborough County; providing intent; deleting provisions which have had their effect; improving clarity; adding definitions; providing for nonpartisan, biennial elections and a transition schedule; providing for appointment of trustees under certain circumstances; clarifying voting procedures of the trustees; adding standard business practices of the district, including adopting bylaws, creating a petty cash fund, calling meetings, investing the funds of the district, opening an account at its designated depository, entering into agreements, and acquiring and disposing of property; repealing chapter 98-475, Laws of Florida; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. It is the intent of the Legislature that this act supersede chapter 98-475, Laws of Florida, which codified, revised, and amended extant law and created law relating to the Carrollwood Recreation District. The purpose of this act is to delete provisions that have had their effect; to improve clarity and facilitate correct interpretation; to change the election procedures and further clarify and enumerate the general powers of the district; and to repeal ch. 98-475, Laws of Florida, to preclude the proliferation of special acts relating to the district.

Section 2. (1) The area described in section 3 is an independent special district approved by referendum on December 5, 1972; is to be called the Carrollwood Recreation District; and has the powers and duties set forth in this act.

(2) Each improved residential parcel is uniformly benefited by the provisions of this act and shall be assessed equally a recreation district tax provided for in this act.

(3) Use of the facilities and property of the district is limited to residents and nonresident property owners within the district and their family members and guests and such other persons and groups as the board authorizes.

Section 3. (1) Included in the district are:

(a) Carrollwood Subdivision, Hillsborough County, Florida:

| <u>UNIT NO.</u> | <u>PLAT BOOK</u> | <u>PAGE NO.</u> |
|-----------------|------------------|-----------------|
| <u>1</u> | <u>35</u> | <u>40</u> |
| <u>2</u> | <u>35</u> | <u>54</u> |
| <u>3</u> | <u>35</u> | <u>76</u> |
| <u>4</u> | <u>37</u> | <u>2</u> |
| <u>5</u> | <u>37</u> | <u>62</u> |
| <u>6</u> | <u>37</u> | <u>41</u> |
| <u>7</u> | <u>38</u> | <u>27</u> |
| <u>8</u> | <u>38</u> | <u>62</u> |

| <u>UNIT NO.</u> | <u>PLAT BOOK</u> | <u>PAGE NO.</u> |
|-----------------|------------------|-----------------|
| <u>9</u> | <u>38</u> | <u>63</u> |
| <u>10</u> | <u>38</u> | <u>81</u> |
| <u>11</u> | <u>39</u> | <u>31</u> |
| <u>12</u> | <u>39</u> | <u>4</u> |
| <u>13</u> | <u>39</u> | <u>42</u> |
| <u>14</u> | <u>39</u> | <u>86</u> |
| <u>15</u> | <u>40</u> | <u>1</u> |
| <u>16</u> | <u>39</u> | <u>97</u> |
| <u>17</u> | <u>40</u> | <u>53</u> |
| <u>18</u> | <u>40</u> | <u>50</u> |
| <u>19</u> | <u>41</u> | <u>36</u> |
| <u>20</u> | <u>41</u> | <u>8</u> |
| <u>21</u> | <u>42</u> | <u>39</u> |
| <u>22-A</u> | <u>43</u> | <u>73</u> |
| <u>22-B</u> | <u>43</u> | <u>72</u> |
| <u>23</u> | <u>42</u> | <u>85</u> |
| <u>24</u> | <u>43</u> | <u>9</u> |
| <u>25</u> | <u>43</u> | <u>29</u> |
| <u>26</u> | <u>43</u> | <u>37</u> |
| <u>27</u> | <u>43</u> | <u>81</u> |
| <u>28</u> | <u>Unplatted</u> | |

(b) Tract in the West ½ of the Northeast ¼ of the Southeast ¼ of Section 16, Township 28 South, Range 18 East, Hillsborough County, Florida, which is a tract of 5.117 acres containing the Carrollbrook Condominium Townhouses. (Unplatted)

(c) Tract South 1025 feet of West ½ of Southeast ¼ of Northeast ¼ of Section 16, Township 28 South, Range 18 East, Hillsborough County, Florida, lying East of Dale Mabry Highway. (Unplatted)

(2) Any other real property acquired by the district, including any structure on such property at the time of acquisition or constructed subsequent thereto.

Section 4. As used in this act, the term:

(1) "Board" means the governing body of the district.

(2) "County" means Hillsborough County, Florida.

(3) "District" means the Carrollwood Recreation District.

(4) "Improved residential parcel" means a platted lot or lots on which a single-family home has been erected and those units of Carrollbrook Condominium Townhouses described in section 3.

(5) "Levy" means the imposition of a non-ad valorem assessment, stated in terms of rates, against all improved residential parcels authorized by this act.

(6) "Non-ad valorem assessment" means an assessment that is not based upon millage and that may become a lien against a homestead as permitted in section 4, Article X of the State Constitution.

(7) "Non-ad valorem assessment roll" means the roll prepared by the district and certified to the tax collector for collection.

(8) "Recreation district tax" means a non-ad valorem assessment against each improved residential parcel of the district to be expended as provided by this act.

(9) "Reserve funds" means those moneys held by the district for the repayment of any debt and other obligations created pursuant to section 7 and for known or planned future expenditures which have been adopted by resolution and which funds may be carried forward from one fiscal year to the next.

(10) "Resolution" means a formal, written expression, such as a copy of the minutes, of an action adopted by vote of the trustees.

(11) "Revenues of the district" means moneys acquired through non-ad valorem assessment, fees derived from the use of facilities, and interest income thereon.

(12) "Supervisor" means the supervisor of elections of the county.

(13) "Surplus funds" means revenues of the district less the reserve funds and which funds may be carried forward from one fiscal year to the next.

(14) "Trustee" means a member of the governing body of the district.

Section 5. The business of the district shall be conducted by a board of nine trustees, elected in nonpartisan elections or appointed as provided in this act, each of whom shall serve for a term of 2 years and may be subsequently reelected.

(1) To serve on the board as a trustee, a person must be a qualified elector residing within the district. To qualify to have his or her name placed on the ballot, a person shall submit the qualifying fee required in subsection (2)(c) of s. 189.405, Florida Statutes, or present a written petition to the supervisor signed by not fewer than 15 qualified electors of the district during the time period specified in subsection (2) of s. 99.061, Florida Statutes. Any candidate who collects and expends campaign contributions shall do so in accordance with chapter 106, Florida Statutes. A candidate is exempt from the provisions of chapter 106, Florida Statutes, which requires the establishment of a bank account, appointing a campaign treasurer, and filing periodic reports if, at the time of qualifying, that candidate declares in writing to the supervisor that he or she will not collect or expend any campaign contributions except for the payment of the qualifying fee or the expenditure of funds for the cost of verification of signatures on petitions.

(2) The board shall provide each residence in the district written notification of the names of the candidates for trustees not less than 15 days before the date of the election for which the candidates have qualified. The board shall also publish notice of the names of the candidates one time at least 10 days before the election in a newspaper of general circulation in the county.

3

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(3)(a) Beginning in November 2000, biennial elections shall be conducted by the supervisor during the general election specified in s. 100.031, Florida Statutes, and in accordance with the Florida Election Code except as otherwise provided by this act. It is further provided that, in order to provide for an orderly transition to biennial elections, each of the trustees serving on the effective date of this act or subsequently appointed to fill any of the remaining term of any of those positions shall continue in office until elections are held in the year 2000 and the term of office for all nine trustees shall commence in January 2001, in accordance with this act. The candidates receiving the highest number of votes cast shall be declared elected to fill the number of vacancies to be filled on the board and shall receive a certificate of election from the supervisor.

(b) All qualified electors residing within the district are eligible to vote in district elections, providing such electors have registered to vote before the closing of the registration records for such election. All election ballots shall be prepared by the supervisor, and the ballot language shall be substantially in the following form:

Board of Trustees of Carrollwood Recreation District
(stating their names).

(c) The supervisor shall canvass the returns of the election and announce the results upon completion. In case two persons receive an equal and highest number of votes for the last position to be filled, under the supervision of the supervisor, such persons shall draw lots to determine who shall be elected to the office.

(4) The cost of conducting trustee elections and any referendum as further provided in this act, including compensation for any additional persons employed by the supervisor in excess of those costs already required by any other election being held on the same date, shall be fixed by the supervisor with the approval of the board of trustees and shall be paid by the board on behalf of the district.

Section 6. The business of the district shall be conducted in the following manner:

(1) Each trustee shall take office in accordance with subsection (4) of s. 100.041, Florida Statutes, and shall serve until his or her successor is elected or appointed as provided by this act.

(2) The fiscal year of the district shall begin October 1.

(3) Six trustees constitute a quorum, and the board may not conduct official business without a quorum present. A vote of a majority of the members present is required to pass any motion or resolution before the board and for taking a binding vote on any issue. If at any time the number of trustees drops below six, the Governor shall immediately appoint the number of trustees from among the qualified electors of the district necessary to attain a quorum, and each such appointee shall serve until his or her successor is elected or appointed as provided by this act.

(4) The board is subject to all laws of the state relating to open government, financial disclosure, avoidance of conflicts of interest, and ethics.

(5) A trustee is not entitled to compensation for services rendered on behalf of the district, but is entitled to be reimbursed from funds of the district for any authorized disbursements properly incurred in behalf of the district. The president, the vice president, and the treasurer are authorized to execute checks and documents on behalf of the district, and any disbursement of funds, except those expended from the petty cash fund, must be by check or draft signed by any two of the three officers so authorized. Any trustee authorized to sign checks of the district or otherwise designated to handle its funds shall, before entering upon such duties, execute to the Governor of the state for the benefit of the district a good and sufficient bond in the sum of \$5,000 with a qualified corporate surety, conditioned to faithfully perform the duties of a trustee and to account for any district funds to which he or she may have access.

(6) In accordance with subsection (3) of section 768.1355, Florida Statutes, members of the governing board of the district shall incur no civil liability and shall have immunity from suit as provided in section 768.28, Florida Statutes, for acts or omissions relating to conduct of the official duties of the board.

Section 7. The board has the power and duty to:

(1) Hold an organizational session annually on the first Tuesday after the first Monday in January, or as soon thereafter as practicable, to elect from its membership a president, a vice president, a secretary, and a treasurer, each of whom shall be elected for a 1-year term and may be subsequently re-elected, and to establish a regular monthly meeting date, time, and place which shall be advertised in a newspaper of general circulation in the county as soon thereafter as practicable.

(2) Keep a record of each of its meetings and conduct its business as a public body.

(3) Transact the business of the district, including expending funds from the depository and any reserve and surplus fund accounts.

(4) Establish in its bylaws provisions for creating a petty cash fund and expending moneys from that fund.

(5) Establish in its bylaws provisions for calling of any meetings in addition to those provided in subsection (1), which provisions shall include the requirement of proper public notice.

(6) By resolution, invest surplus and reserve funds of the district in accordance with general law relating to financial matters pertaining to political subdivisions and with s. 215.44(1), Florida Statutes.

(7) Levy a non-ad valorem assessment, known as a "recreation district tax," against each improved residential parcel within the district for the purpose of funding the needs of the district as provided in this act.

(8) Perform other duties, when applicable, required by chapter 189, Florida Statutes, relating to special districts and for the levy, collection, and enforcement of the non-ad valorem assessment pursuant to chapter 197, Florida Statutes, and this act.

(9) Designate a depository which is qualified as a public depository pursuant to s. 280.04, Florida Statutes, and establish an account to which revenues of the district are to be initially deposited and from which expenditures and transfers to and from reserve and surplus fund accounts may be made.

(10) Purchase and lease as lessor or lessee real and personal property on behalf of the district and pay for such purchases either with cash or by the issuance of bonds or revenue certificates.

(11) Sell the real and personal property of the district.

(12) Construct and improve real and personal property of the district.

(13) Operate, supervise, and maintain recreational facilities or enter into arrangements with others for such operation and maintenance pursuant to contract or lease or otherwise.

(14) Adequately insure the facilities, properties, and operations of the district as well as the trustees of the district, jointly and severally, in the performance of their duties if the board finds such insurance to be necessary.

(15) Establish, charge, and collect reasonable fees for admission to or use of recreational facilities, provided the use of the facilities is extended to residents and nonresident owners within the district and their family members and guests and such other persons and groups as the board authorizes, and apply such fees to the operation, maintenance, improvement, or acquisition of recreational facilities and to the payment of bonds, notes, or revenue certificates of the district.

(16)(a) Incur debt and other obligations on behalf of the district, including issuing bonds, refunding bonds, or other obligations issued for such purposes or notes and other evidence of indebtedness of the district for the purpose of obtaining funds for the operation of the district, including the purchase of lands, buildings, and other improvements; however, the aggregate amount of all obligations of the district payable in any fiscal year may not exceed the aggregate amount of all revenue received by the district from all sources during such fiscal year. Such obligations may be authorized by resolution and may contain such terms, covenants, and conditions and may be in such form, either coupon or registered, as such resolution or subsequent resolution may provide. Bonds may be issued to finance, in whole or in part, the cost of construction, acquisition, or improvement of real and personal property of the district. The trustees, in determining such costs, may include all costs and estimated costs of the issuance of the bonds; all engineering, inspection, fiscal, and legal expenses; all costs of preliminary surveys, plans, maps, and specifications; initial reserve funds for debt service; the costs of the services of persons, firms, corporations, partnerships, or associations employed, or consultants, advisors, or engineers or fiscal,

financial, or other experts in the planning, preparation, and financing of the district, or any asset thereof, upon such terms and conditions as the trustees find appropriate. The bonds may be sold all at one time or in blocks from time to time, at public or private sale, or, if refunding bonds, may also be delivered and exchanged for the outstanding obligations to be refunded thereby in such manner as determined by the trustees by resolution. Pending the preparation of the definitive bonds, interim certificates or receipts, or temporary bonds in such form and with such provisions as the trustees determine may be issued to the purchaser or purchasers of the bonds sold pursuant to this act. The bonds, and such interim certificates or receipts or temporary bonds, shall be fully negotiable.

(b) Secure bonds, notes, or other certificates of indebtedness and interest thereon by pledging to the punctual payment of such obligations recreation district tax revenues, by mortgaging property owned by the district, and by pledging an amount of the revenue derived from fees charged for the use of the facilities and services of the district and the reserve funds, if applicable.

(c) Deliver purchase-money notes and mortgages.

(d) Create and maintain reasonable reserve funds for the repayment of such debt and other obligations created pursuant to this subsection and for known or planned future expenditures which have been adopted by resolution of the board.

(17) Prepare a financial statement of revenue and expenditures during the prior fiscal year and a balance sheet as of the close of the fiscal year annually by November 30.

(18)(a) Prepare and adopt by July 1 annually an itemized budget, including projected revenues and expenditures for the next fiscal year, which reflects the district tax to be assessed and collected upon the taxable property of the district for the next year.

(b) Hold a public hearing at which time property owners and residents within the district may appear and be heard before the adoption of the budget, and provide notice of the time and place of the public hearing once in a newspaper of general circulation within the county not less than 21 days before the public hearing.

(c) Fix by August 1 annually the tax to be assessed annually.

(d) Transfer funds among line items of the budget, after its adoption, a maximum of 20 percent each fiscal year to meet unforeseen contingencies.

(19) Direct the supervisor by resolution of the board to place on the ballot a referendum to change the maximum annual assessment from the amount of \$300, which is the amount approved by referendum and in effect at the time this act becomes a law.

(20) Direct the supervisor by resolution of the board to place on the ballot a referendum during any regularly scheduled election or at the time of any special election being conducted for other purposes within the district for any purpose necessary to conducting the business of the district.

(21) Enter into contracts and agreements, including for such professional services as legal, accounting, law enforcement, and security services.

(22) Sue and be sued except as otherwise provided in this act.

(23) Fill for the unexpired term from among the qualified electors of the district any vacancy on the board, including any which may remain after the Governor, pursuant to this act, or the trustees have made an appointment as provided in this section, by vote of the remaining trustees.

(24) In December of each year in which a district trustee election is held and in the event less than six trustees have run for and been elected during that year's election cycle, appoint an additional trustee or trustees from among the qualified electors of the district necessary to attain a quorum when trustees take office in January, each of whom shall serve for the same term as if elected.

(25) Remove for cause any trustee who fails to discharge the duties of the position after due notice and an opportunity to be heard upon charges of malfeasance or misfeasance.

(26) Receive gifts of real and personal property.

(27) Install and maintain parkways and lighting and acquire and dispose of other facilities for the general purpose of the district.

(28) Employ personnel necessary for the operation and maintenance of the facilities of the district and expend district funds for a surety bond for each employee authorized to handle funds on behalf of the district.

(29) Pay from district funds the premium for a surety bond for specified trustees and any expense incurred on behalf of the district by a trustee as provided by this act.

(30) Adopt rules and bylaws:

(a) For the use of real and personal property owned or leased as lessor or lessee by the district.

(b) To carry out the provisions of this act.

Section 8. The tax collector shall include on the combined notice for ad valorem and non-ad valorem assessments as provided by section 197.3635, Florida Statutes, the non-ad valorem assessment established by the board, and the assessment shall be collected in the manner and form provided for collection of non-ad valorem assessments by chapter 197, Florida Statutes, subject to the conditions of section 197.3632, Florida Statutes. After deducting the fees provided for in section 197.3632, Florida Statutes, the tax collector shall deposit the remaining funds into the depository designated by the board.

Section 9. The non-ad valorem assessment is a valid lien upon each improved residential parcel of land until it has been paid or is barred by chapter 95, Florida Statutes, and is considered a part of the non-ad valorem

assessment for Hillsborough County subject to the same penalties, charges, fees, and remedies for enforcement and collection as provided by chapter 197, Florida Statutes, for the collection of such non-ad valorem assessments.

Section 10. The district may be dissolved in accordance with the provisions of section 189.4042, Florida Statutes.

Section 11. If any clause, section, or provision of this act is declared to be unconstitutional or invalid for any cause or reason, it shall be eliminated from this act, and the remaining portion of the act shall be in force and effect and be as valid as if such invalid portion thereof had not been incorporated therein.

Section 12. The provisions of this act shall be liberally construed in order to effectively carry out the purpose of this act in the interest of the public.

Section 13. Chapters 98-475, 72-565, 75-385, 81-394, and 84-445, Laws of Florida, are repealed; however, the repeal does not affect the prosecution of any cause of action that accrued before the effective date of the repeal and does not affect rules, actions, decisions, contracts, agreements, obligations, and properties of the district existing before the effective date of the repeal.

Section 14. This act shall take effect upon becoming a law.

Approved by the Governor May 26, 1999.

Filed in Office Secretary of State May 26, 1999.

AGREEMENT

This Agreement dated this 13th day of December, 1973 is entered into between CARROLLWOOD RECREATION DISTRICT, a governmental entity in Hillsborough County, State of Florida, hereinafter referred to as "District", and CARROLLWOOD CIVIC ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as "Civic Association", and----

WHEREAS, the Carrollwood Recreation District was established pursuant to Chapter 72-595 of the Florida Statutes for the purpose of providing certain recreational services and facilities to the residents residing within the geographical boundaries of said District; and

WHEREAS, the Civic Association is a non-profit corporation comprised of those persons residing within the same geographical boundaries as those of the District; and

WHEREAS, the Civic Association as the owner in fee simple of two beach properties, more particularly described as follows:

(Legal Description White Sands Beach)

and

(Legal Description Community Beach)

hereinafter referred to as "Beach Properties", and a tract of land described as

(Legal Description Rec. Center)

hereinafter referred to as "Tract of Land"; and

WHEREAS, the Beach Properties and Tract of Land are within the geographical boundaries of the District; and

WHEREAS, the Civic Association has accumulated the sum of \$45,000.00 for the purpose of providing additional recreational facilities to its membership; and

WHEREAS, the Civic Association agrees that the District by virtue of its taxing power can more fully provide recreational facilities and serve the recreational needs of its members, and for that reason is willing to make available to the District under the terms and conditions set forth herein, the use and possession of the Beach Properties and Tract of Land, and cash in the amount of \$45,000.00; and

WHEREAS, the District is willing to compensate the Civic Association for the use of the Beach Properties and the Tract of Land and the use of the sum of \$45,000.00; it is therefore

AGREED that:

1. The Civic Association does hereby grant to the District an irrevocable license to possess and use the Beach Properties and Tract of Land, so long as said Beach Properties and Tract of Land are used and maintained for beach and recreational purposes for members of the Civic Association; provided, however, that in the event that the said District does not use and maintain said property as beach and recreational facilities for members of the Civic Association, the Civic Association shall have the right to terminate the license and re-enter and take possession of said property.
2. The Civic Association does hereby grant and make available to the District the sum of \$45,000.00, subject to and on the condition that said sum shall be utilized to improve the Tract of Land and by constructing a community house and tennis courts and other recreational facilities on said property. In the event that the sum of \$45,000.00 shall not be utilized for the intended purpose aforesaid, the sum of \$45,000.00 shall be returned to the Civic Association.
3. As compensation to the Civic Association, the District shall pay to the Civic Association for the six month period beginning October 1, 1973 through May 31, 1974, the sum of \$1,250.00, and beginning April 1, 1974 and on said date each year thereafter, the District shall pay to the Civic Association the sum of \$2,500.00 per year, or such amount as shall be agreed upon by the Civic Association and the District, for such period of time as the District shall have the use and possession of said Beach Properties and Tract of Land and the use of the grant of \$45,000.00. In addition to said compensation, so long as District retains the use and possession of the Beach Properties and Tract of Land, the District shall pay the real and personal property taxes as they come due, or alternatively shall reimburse the Civic Association for all sums paid as taxes.
4. As additional compensation to Civic Association, the District agrees to maintain the landscaped parkways or islands located within the geographical boundaries of the District by watering and mowing the grass and fertilizing and clipping the shrubbery and by providing all other services necessary to the proper maintenance of such areas.
5. In the event that the District shall be dissolved, or become inoperative, the use and possession of the Beach Properties and Tract of Land shall revert to the Civic Association and the sum of \$45,000.00 shall be returned to the Civic Association, or such lesser amount as may be agreed by the Civic Association, and if any improvements have been made to said properties. District shall have no claim against the Civic Association for the value of any improvements upon said properties.

AGREEMENT PAGE 2

6. The license for the possession and use of the Beach Properties and the Tract of Land by the Civic Association to the District shall be subject to the conditions set forth in the Fee Simple Deed dated October 4, 1973 in which Sunstate Builders conveyed the Tract of Land to the Civic Association, and subject to the conditions set forth in the Agreement dated September 24, 1969 between Sunstate Builders, Inc. and the Civic Association, and in the event that the District shall be in violation of any such conditions, the Civic Association shall have the right to terminate the license and re-enter and take possession of the Beach Properties and the Tract of Land.

7. The effective date of this Agreement shall be retroactive to October 1, 1973.

CARROLLWOOD CIVIC ASSOCIATION, INC.
CARROLLWOOD RECREATION DISTRICT

This Instrument prepared by:
James W. Hagan of Fowler, White
Collins, Gillen, Hunkey & Trenam
P.O. Box 1438
Tampa, Florida 33601

DEED

THIS INDENTURE made this 29th day of September, 1969,
between SUNSTATE BUILDERS, INC., a Florida corporation,
hereinafter called the "Grantor", and CARROLLWOOD CIVIC
ASSOCIATION, INC., a Florida corporation not for profit,
whose mailing address is 10301 North Dale Mabry Highway,
Tampa, Florida, hereinafter called the "Grantee".

WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and
other good and valuable consideration, in hand paid to the
Grantor by the Grantee, the receipt whereof is hereby
acknowledged, the Grantor hereby conveys and grants unto the
Grantee, the following lands situate, lying and being in
Hillsborough County, State of Florida, described as follows,
to wit:

PARCEL 1:

The following described lands covered by a certain lake
or body of water known as "Lake Carroll", situate in
Hillsborough County, Florida, to wit:

(Legal Description)

PARCEL 2:

(Legal Description)

PARCEL 3:

(Legal Description)

PARCEL 4:

(Legal Description)

PROVIDED, FURTHER, HOWEVER, that this deed is made on
the following conditions and stipulations, the due
observance of which is essential to the validity and
continuance of this grant:

1. Said Lake is to be used for the propagation of
fish and marine life, and for the removal of the same,
and for bathing and boating.

2. No dredging, or filling of the aforementioned

SUNSTATE DEED PAGE 1

lands covered by Lake Carroll shall be undertaken by the Grantee without the permission or consent of the Grantor.

3. No docks, boathouses, walls, fences, or other buildings, or additions to any existing buildings, shall be constructed or erected on any part of said property without the written approval of the Community Standards Committee of the Grantee, and such docks, boathouses, walls, fences, other buildings or additions to buildings shall be erected according to plans and specifications approved by said Community Standards Committee.

4. Said Parcel 3 and Parcel 4 shall forthwith be set apart, dedicated, treated and maintained by the Grantee exclusively as "Beaches" for the purposes of bathing and boating by members of the Carrollwood Civic Association Inc., and their guests.

5. No structure erected on either Beach shall extend in height above fifteen (15) feet, and any bathhouse or bathing pavilion will conform to the lines of the buildings on adjoining property.

6. Each Beach and any structures located thereon will be maintained and policed so as to prevent any nuisance depreciation, vandalism, disorder and misbehavior from occurring thereon or in the vicinity thereof to a degree at least consistent with the level of maintenance and policing previously enforced on said property by Grantor and/or Grantee.

7. Grantee will assume the obligation or payment of any taxes and assessments which may accrue on any of said property.

8. The residents of CARROLLWOOD Subdivision and any resident of lands adjacent to CARROLLWOOD Subdivision within the area shown on the map attached hereto as Exhibit "A" developed by Sunstate Builders, Inc., or its successors, or by Sunstate Sales Corporation, Inc., or its successors, or any partnership, joint venture, or corporation which Sunstate Builders, Inc., or its successors, or Sunstate Sales Corporation, Inc., or its successors, has a substantial interest in, will be eligible to be members of Carrollwood Civic Association, Inc.

9. The foregoing restrictions are for the benefit and protection of upland property owners abutting Lake Carroll and the owners of property and those residing thereon in CARROLLWOOD SUBDIVISION and in adjoining areas referred to in paragraph (8) above, and may be enforced in the Courts of Hillsborough County, Florida,

SUNSTATE DEED PAGE 2

by any such property owner, or by Grantor.

10. In the event membership of Carrollwood Civic Association, Inc., becomes less than two hundred and fifty (250) members from the residents in CARROLLWOOD SUBDIVISION (but not including the residents of the adjoining areas referred to in paragraph (8) above, and should the membership remain at such a level for a period of three (3) years, or should Carrollwood Civic Association, Inc., be liquidated or dissolved, then, in any such event, said property shall revert to the County of Hillsborough, or any consolidated government which replaces the same, to be used as a Beach for purposes of bathing and boating by residents of said County.

WITNESS

SUNSTATE BUILDERS

CERTIFY

SUNSTATE DEED PAGE 3

FEE SIMPLE DEED

THIS INDENTURE, Made this 4th day of October, 1973, between SUNSTATE BUILDERS, INC., a corporation organized and existing under the laws of the State of Florida, with its office and principal place of business at 13902 N. Dale Mabry, in the city of Tampa, County of Hillsborough and State of Florida, party of the first part, and CARROLLWOOD CIVIC ASSOCIATION, INC., 10919 Orange Grove Drive, Tampa, Fl 33618, a non-profit corporation, of the County of Hillsborough and State of Florida, whose post office address is 10923 Orange Grove Drive, Tampa, Florida, party of the second part.

WITNESSETH, That the party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and delivers good and valuable considerations, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and its successors and assigns forever, all that certain parcel of land situate, lying and being in the County of Hillsborough and State of Florida, and more particularly described as follows, to wit:

(Legal Description of Recreation Center)

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

THIS DEED IS GIVEN SUBJECT to the following conditions, which shall be covenants running with the land, to-wit:

1. The lands hereinbefore described shall be used exclusively for recreational purposes.

2. The Agreement entered into on the 27th day of September, 1969, by and between SUNSTATE BUILDERS, INC., and CARROLLWOOD CIVIC ASSOCIATION, INC., shall affect the above described lands as well as those described in said Agreement, a copy of said Agreement being attached hereto, marked Exhibit "A" and made a part hereof.

3. Prior to obtaining a building permit, the land plan and building plans for the property hereinbefore described must be approved by the party having the authority for approval of plans as set out in the Declarations of Restrictions that have been placed on record for CARROLLWOOD Subdivision, Units 1 through 28 inclusive, and such plans shall provide, among other things, that the grantee herein

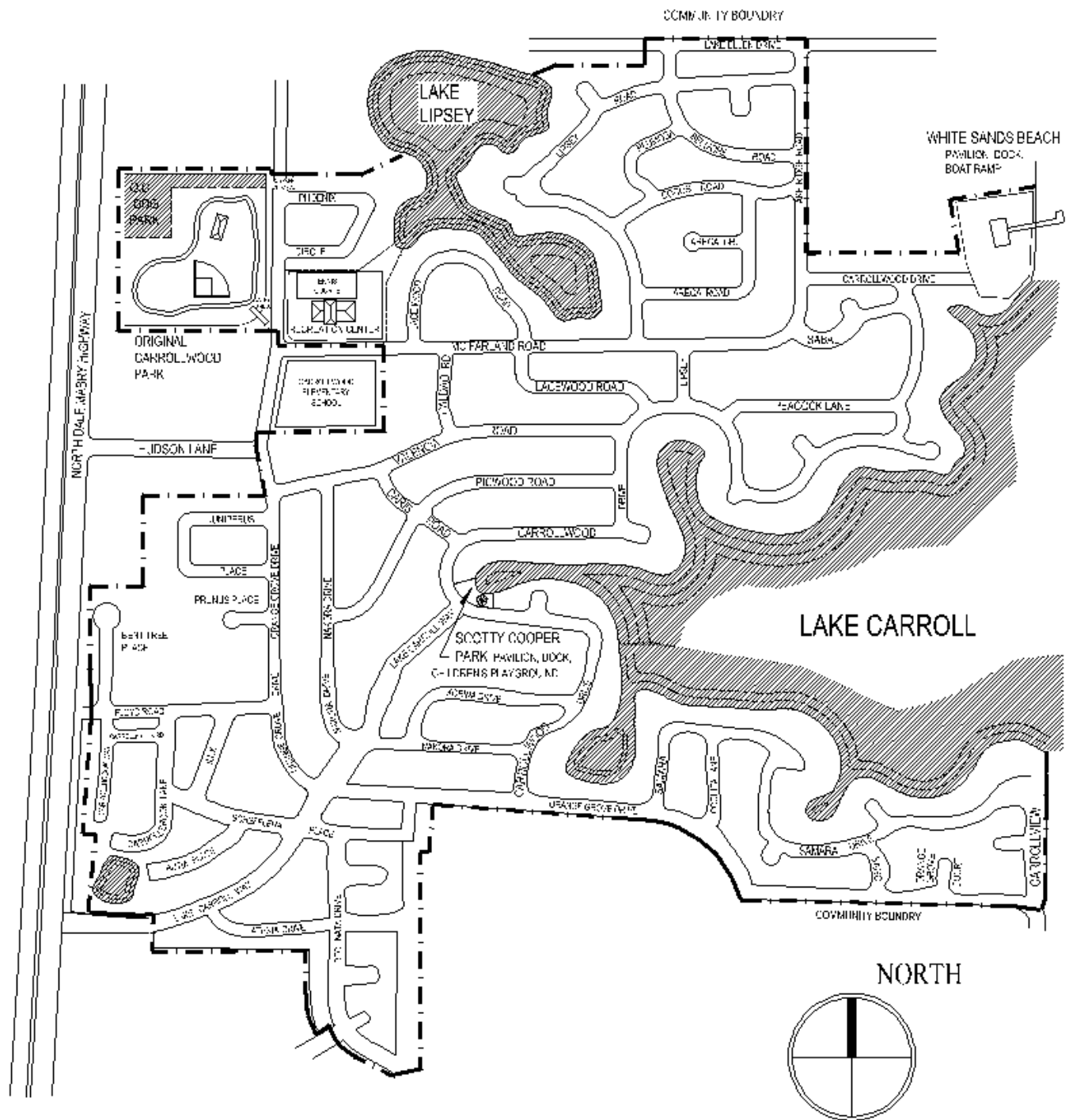
will provide: (a) The area of high ground used, together with the bordering parkways on platted streets, will be served by underground sprinkling system to be installed by the grantee; (b) A four-foot sidewalk will be constructed by the grantee on all bordering platted streets in the County right-of-way, which shall tie in with the master sidewalk system of the Carrollwood Subdivision.

4. In the event membership of the Carrollwood Civic Association, Inc., becomes less than two hundred fifty (250) members from the residents in CARROLLWOOD SUBDIVISION (but not including the residents of the adjoining areas referred to in the Agreement dated September 27, 1969, hereinbefore referred to, and should the membership remain at such a level for a period of three (3) years, or should Carrollwood Civic Association, Inc., be liquidated or dissolved, or if any of the foregoing conditions are violated, then, in any such event, said property shall revert to the County of Hillsborough, or any consolidated government which replaces the same, to be used as a recreation area by residents of said County.

WITNESS

(SUNSTATE BUILDERS)

(CERTIFY)



APPENDIX A

[FOR PROCUREMENT OF GOODS
IN AN AMOUNT NOT TO EXCEED \$20,000.]

AGREEMENT FOR GOODS

This Agreement for Goods and Services ("Agreement") is made this ____ day of _____, 20____, between Carrollwood Recreation District, a special district of the State of Florida organized and existing pursuant to Ch. 99-418, Laws of Florida, whose address is 3515 McFarland Rd, Tampa, FL 33618 (the "District") and _____, a _____ corporation, authorized to do business in the State of _____, with its principal place of business at _____ ("Seller") for the purchase of goods described hereafter pursuant to the terms contained in this Agreement.

THE PROJECT: _____

1. **Goods to be provided.** Seller shall furnish goods for the Project, as described in Attachment I at the Total Price(s) set forth opposite each item and by the Delivery Date(s) stated within Attachment I.

2. **Contract Documents.** As used herein, the term Contract Documents shall mean this Agreement; the attached General Terms and Conditions; other documents incorporated into this Agreement, including those identified below; and amendments to this Agreement executed after the effective date of this Agreement. In the event of any conflict among any of the Contract Documents, the conflict shall be resolved so as to give effect to the overall intent of the Contract Documents, as determined by the District. The following are incorporated into and made a part of this Agreement by reference:

Attachment I – Description of Goods

Attachment II – Insurance Requirements

All of the foregoing Contract Documents are sometimes referred to herein as the "Contract". In the event of a conflict between any of the Attachments and the terms and conditions of either the Agreement or the General Terms and Conditions, the Agreement or General Terms and Conditions (as applicable) shall govern and control.

SELLER:

THE DISTRICT:

CARROLLWOOD RECREATION DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Seller's License No

GENERAL TERMS AND CONDITIONS

1. **Complete Agreement.** This Contract contains all the terms and conditions agreed upon by the parties hereto, and no other terms or agreements, oral or otherwise, except as expressly incorporated herein, respecting the subject matter of this Contract shall be deemed to exist, or to bind any of the parties hereto. This Contract shall be binding upon, and inure to the benefit of, the District and Seller and their respective heirs, successors, personal representatives and permitted assigns.

2. **Acceptance.** The parties shall be bound by this Contract and its terms and conditions when Seller (a) executes and returns an acknowledgment copy of the Agreement, or (b) delivers to the District any of the items ordered. No contract shall exist except as hereinabove provided.

3. **Changes.** No other agreement or course of prior dealings between the parties nor any usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms or conditions of this Contract. the District reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings and data incorporated by reference into the Contract where items to be furnished are to be specifically manufactured for the District; (b) methods of performance; (c) place of performance; (d) time of performance; (e) methods of shipment or packing; (f) place of delivery; (g) quantities ordered; and (h) scope; provided, however, that no such change materially affects the Seller's ability to perform. If any such change causes an increase or decrease in Seller's cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the Total Price(s) or Delivery Date(s), or both.

4. **Payment.** Unless otherwise noted in the Contract Documents, the Total Price(s) include all sales, use and other similar taxes imposed by law upon, or on account of the manufacture, sale or delivery of the materials or work covered by this Contract. The Total Price(s) stated in the Contract are firm and are not subject to escalation unless otherwise expressly stated in this Contract. The Total Price(s) shall include charges for packing, loading and shipping. Payment will be made for goods and services properly and timely provided and performed within twenty (20) days of the District's receipt of an invoice from Seller and the District's acceptance thereof. Seller shall not submit an invoice for payment more frequently than monthly. If as a result of any of the goods to be provided by Seller hereunder, Seller or anyone for whom Seller is legally liable should have any lien rights against any of the District's property, then as a condition precedent to any payment obligation of the District hereunder and upon demand from the District, Seller shall furnish to the District a waiver of lien and release on the form designated by the District.

5. **Delivery/Time of the Essence.** Time is of the essence of this Contract. Failure to furnish goods by the required Delivery Date(s) shall give the District the right to cancel any goods not yet delivered without additional charge. the District may at any time request assurance that Seller will complete its performance on time. In the event reasonable grounds for insecurity arise, and Seller fails to give to the District adequate assurance of performance satisfactory to the District, in the District's sole opinion, Seller will be deemed to be in material default of this Contract.

6. **Nonconforming Goods.** All goods not fully meeting specified or implied standards or otherwise not in compliance with the requirements of this Contract, or shipped contrary to instructions, or substituted for goods described, may be rejected by the District and returned or held at Seller's expense and risk. In the event the District rejects any such goods, the District may charge to Seller the entire expense of inspecting, unpacking, examining, repackaging, storing and reshipping any goods rejected hereunder. If Seller is able to furnish replacement conforming goods by the required Delivery Date(s), it shall immediately notify the District in writing of its intention to furnish such replacement goods. If Seller fails so to notify the District in writing within five (5) business days of its intention to furnish the replacement goods, the District shall have the right to bring such goods into compliance and to charge all costs so incurred, including but not limited to inspection costs, to Seller.

7. **Acceptance of Nonconforming Goods.** Should the District determine, in its sole opinion, it is in the District's best interest to accept nonconforming goods, the District may do so. Seller shall bear all direct, indirect and consequential costs attributable to the District's evaluation of and determination to accept nonconforming goods. If such determination is rendered prior to final payment, an amendment to this Contract shall be executed evidencing such acceptance, incorporating the necessary revisions into this Contract and reflecting an appropriate decrease in the Total Price(s). If the District accepts such nonconforming goods after final payment, Seller shall pay to the District, within fifteen (15) days from receipt of demand for payment, an appropriate amount determined by the District to adequately compensate the District for its acceptance of such items.

8. **Termination/Suspension.**

8.1 **District's Termination for Convenience.** the District may, at its convenience, and upon written notification being sent to Seller, terminate or suspend all or any portion of this Contract for materials not shipped as of the date of termination or suspension of this Contract. Seller shall receive payment for materials shipped prior to Seller's receipt of such notice and for work actually performed prior to Seller's receipt of such notice on unique goods that are not otherwise saleable in the ordinary course of Seller's business. Seller shall not be entitled to any recovery on account of profit or unabsorbed overhead with respect to materials not shipped or work not actually performed, or on account of future work, as of the effective date of termination or suspension. No termination or suspension shall relieve the District or Seller of any of their respective obligations as to any materials shipped prior to Seller's receipt of the termination or suspension order.

8.2 **Termination by District for Seller's Default.** the District may, upon forty-eight (48) hours written notice to Seller, terminate this Contract if the Seller has failed to fulfill any of its material obligations under this Contract and Seller has failed to commence and diligently proceed thereafter to cure such breach. Such termination shall be without prejudice to any other rights or remedies of the District. In the event of any such termination for cause, no further payment hereunder shall be due Seller until the full measure of the District's damages (including the cost to cover such goods and the District's attorney's fees) has been determined. If the District's cost of covering the goods exceeds the balance of the Total Price(s) not paid to Seller, Seller shall promptly pay such excess to the District. Notwithstanding anything in the Contract Documents to the contrary, at the District's sole election, any

default by Seller under this Contract may be deemed a default by Seller under any other agreement between the District and Seller and a default by Seller under any other agreement between the District and Seller may be deemed a default by Seller under this Contract. If this Contract should be terminated by the District as a result of an alleged default by Seller and if it is later determined that Seller was not in default, the notice of termination for default shall be deemed to be a notice of termination for convenience and Seller's rights and remedies shall be limited to those set forth in paragraph 8.1 above. In the event of a termination for Seller's default, the District shall also have all of its rights and remedies available under law or at equity.

8.3 **Termination by Seller for District's Default.** In the event the District is in default of its obligations as defined below, Seller may give written notice to the District of such default. For purposes of this paragraph 8.3, the parties acknowledge and agree that Seller may terminate this Contract due to a the District default only if the District refuses to pay undisputed amounts properly due and owing hereunder within _____ () days of such amounts becoming due and owing hereunder. If the District fails to cure such default within seven (7) days written notice to the District from Seller, the Seller may, upon seven (7) additional days written notice to the District, terminate the Contract, whereupon the Seller's rights and remedies shall be limited to those set forth in paragraph 8.1 above.

9. **Inspection.** the District, its respective representatives, agents and employees, shall have the right to inspect and test the goods at any time, whether prior to or after shipment or delivery. Seller shall provide proper and safe access for such inspections and tests. The making or failure to make any inspection or test of, or payment for or acceptance of, the goods shall not impair the District's right later to reject subsequently discovered nonconforming goods, or to avail itself of any other remedy to which the District may be entitled under law or at equity.

10. **Warranties.** Seller warrants that at the time of delivery the goods shall be free from any security interest or other lien or encumbrance. Seller warrants to the District that the goods purchased hereunder shall be free from all defects, shall be of the quality specified, shall be fit and appropriate for the purpose intended, and shall conform to the provisions, specifications, performance standards, drawings, samples or other requirements contained or referenced in this Contract. Seller further warrants to the District that the goods will be complete in all respects necessary to make the goods fully functional for use and installation in accordance with the terms of this Contract. the District's rights and remedies pursuant to this paragraph are in addition to, and not a limitation on, all other rights or remedies allowed by law or equity.

11. **Infringement.** Seller warrants that the sale or use of goods provided by Seller or Seller's patents covered by this Contract either alone, or in combination with other goods, will not infringe or contribute to the infringement of any patents, trademarks, or copyrights, either in the United States or foreign countries. Seller covenants and agrees to defend, with counsel acceptable to the District, every suit, action or proceeding that shall be brought against the District, or any party selling or using the District's goods purchased hereunder, for any alleged infringements of any patents, trademarks, or copyrights, by reason of the sale or use of said goods either alone, or in combination with other goods, and to pay all expenses and attorneys' fees incurred in defending every such suit, action or proceeding and to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendant therein.

12. **Compliance with Laws.** Seller's performance shall strictly conform to and comply with all applicable laws, rules,

regulations, codes, safety orders, labor agreements, and working conditions to which it is subject, including but not limited to all state, federal, and local non-discrimination in employment provisions and all local regulations and building codes. Seller shall execute and deliver all documents required to effect or evidence such compliance.

13. **Indemnification.**

13.1 To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold the District and its officers, directors, members, agents, consultants or employees of any of them (collectively "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from its performance hereunder, whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom, but only to the extent that such claim, damage, loss or expense is caused by Seller or anyone for whom it is liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Indemnification. This Indemnification is in addition to and not in lieu of common law indemnification to which the Indemnitee is entitled.

13.2 The duty to defend under this Indemnification is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Seller or any Indemnitee. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Seller. Seller's obligation to indemnify and defend under this Indemnification will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the Indemnitee for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **Assignments, Setoff.** Any delegation, subcontracting, subletting, or assignment by operation of law or otherwise of all or any portion of the obligations to be performed by Seller without the prior written consent of the District shall be deemed a material default by Seller under this Contract. the District may deduct from any amounts due or to become due to Seller under this Contract or any other agreement between Seller and the District, any sum or sums owed to the District from Seller arising under this Contract or any other agreement between Seller and the District. If the District has entered into an agreement with a contractor for the installation of the goods to be provided under this Contract, the District may assign the rights and obligations of this Contract to such contractor, provided the District gives written notice of the same to Seller. In the event that the District elects to assign its rights and obligations to the contractor and gives written notice of such assignment to Seller, all rights and obligations of the District under this Contract will be transferred to the contractor and Seller acknowledges that the District shall not have any further obligations under this Contract.

15. **Applicable Law.** Interpretation of this Contract and the rights of the parties hereunder shall be construed under and governed by the laws of the State of Florida, except that the Florida conflict-of-

laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction.

16. **Claims.** In the event of any claim or other matter in dispute between the District and Seller arising from or otherwise relating to this Contract, the Project, the Seller's provision of goods, the Contract Documents, or the breach thereof, the party claiming the dispute shall provide the other party prompt written notice of such dispute. The parties hereby agree that they shall first negotiate to resolve the dispute in good faith in an attempt to prevent the need for mediation or litigation. In the event that the parties are unable to reach a resolution of the dispute within thirty (30) days after receipt of the initial dispute notice, the parties shall submit the dispute to non-binding mediation before a mutually agreed upon mediator. If the parties are unable to mutually agree on a mediator within thirty (30) days after the dispute being submitted to mediation, either party may seek mediation under the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. If the parties are unable to resolve the dispute through mediation and litigation proves necessary, either party may initiate such litigation. In the event of any such litigation, the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees and costs through all trial and appellate levels of litigation, and in any settlement, mediation, bankruptcy or administrative proceedings including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall also include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Unless otherwise provided by law, any such litigation between the parties hereto shall be instituted and maintained in the appropriate State Court in and for the County where the Project is located, such court having sole and exclusive venue and jurisdiction over such matters.

17. **Independent Contractor.** Seller agrees that Seller is an independent contractor, and that no tax, assessment or legal liability of Seller, or of his agents or employees, becomes by reason of this Contract an obligation of the District.

18. **Non-Waiver.** The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of the District's right thereafter to enforce each and every such provision. Any waiver, approval or consent granted to Seller shall be limited to the matters specifically and expressly stated in writing thereby to be waived, approved or consented to and shall not relieve Seller of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the District may at any time require strict compliance with this Contract as to any other matter.

19. **Ownership of Documents.** To the extent Seller generates any documents for the project, ("Project Instruments"), such Project Instruments will be deemed a "work for hire" product and the District shall be deemed the owner of such Project Instruments and shall have the right to use the Project Instruments, even if this Contract is

terminated for any reason. To the extent it is later determined that any Project Instruments are not a "work for hire" product, the parties agree to treat any Project Instruments as if they are a "work for hire" product. Seller agrees to take any action necessary to transfer any and all intellectual property rights it may have with respect to any Project Instruments to the District. Seller further represents and warrants that the use of any such Project Instruments does not infringe upon the intellectual property rights of any third party and Seller agrees to indemnify, defend and hold harmless the District, the District's contractors, consultants and their directors, officers, agents and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including but not limited to reasonable attorneys' fees and paralegals' fees, arising out of or resulting from the use of any Project Instruments. The terms of this paragraph shall survive the termination of this Contract.

20. **Risk of Loss.** Notwithstanding the terms of shipment, the risk of loss shall pass to the District only after delivery to the job site or other place designated in writing by the District.

21. **Insurance.** During the term of this Contract, Seller shall provide, pay for, and maintain with companies satisfactory to the District, the types of insurance described in Attachment II hereto.

22. **Severability.** In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

23. **Construction.** The parties hereto acknowledge that they have carefully reviewed this Contract and have had an opportunity to be advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

24. **Captions.** The headings used throughout this Contract are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular paragraph to which they refer.

25. **Interpretation.** Whenever used herein the singular number shall include the plural, the plural of the singular, and the use of any gender shall include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless expressly stated otherwise.

ATTACHMENT I

DESCRIPTION OF GOODS

| Description/Item Number | Quantity | Unit Price | Total Price | Delivery Date |
|----------------------------|----------|------------|-------------|---------------|
| | | | | |
| | | | | |
| | | | | |

ATTACHMENT II

INSURANCE REQUIREMENTS

The amounts and types of insurance shall conform to the minimum requirements listed below. All self-insured retentions or deductibles will be Seller's sole responsibility.

I. Worker's Compensation and Employers Liability Insurance shall be maintained by during the term of the Contract for all employees engaged in providing goods under the Contract, in accordance with all applicable laws. The amount of such insurance shall not be less than:

| | |
|-------------------------|---------------------------------------|
| Workers' Compensation - | Statutory Requirements |
| Employers Liability - | \$_____ Limit Each Accident |
| | \$_____ Disease – Limit Each Employee |
| | \$_____ Disease – Policy Limit |

II. Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by Seller. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for the Subcontract, Property Damage, Personal Injury and Fire Legal Liability Coverages. Seller must also include Products & Completed Operations, with the Completed Operations Coverage maintained for the Project for not less than ten (10) years following completion and acceptance by the District. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

| | |
|---|---------|
| Each Occurrence | \$_____ |
| Damage to Rented Premises | \$_____ |
| Medical Expense | \$_____ |
| Personal and Advertising Injury | \$_____ |
| General Aggregate | \$_____ |
| Products - Completed Operations Aggregate | \$_____ |

The aggregate limits shall be separately applicable to this Project through the use of an endorsement approved by the District.

III. Automobile Liability Insurance shall be maintained by Seller as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

| | |
|--------------------------|-------------------------|
| General Aggregate | \$_____ |
| Bodily Injury, including | \$_____ Combined Single |
| Death & Property Damage | Limit Each Accident |

Liability

IV. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than \$_____ each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a “following form” basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to the goods being provided, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by the District.

V. Pollution Liability Insurance shall be maintained by Seller on an “occurrence” basis with a limit of not less than \$_____ each occurrence and \$_____ aggregate for the Project. Limits must be project specific, dedicated to the goods provided by or for Seller on the Project only. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from general contracting activities for which Seller is liable. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

VI. Professional Liability Insurance shall be maintained by Seller insuring its legal liability arising out of the performance of professional services under this Contract. Such insurance shall have limits of not less than \$_____ each claim and aggregate. Seller must continue to maintain this policy for a period of not less than ten (10) years after completion of its professional services hereunder. The policy retroactive date will always be prior to the date professional services were first performed by Seller hereunder, and the date will not be moved forward during the term of this Contract and for 10 years thereafter.

VII. Personal Property Insurance shall be maintained by Seller on an “all risk” basis for no less than the full replacement cost value of Seller’s tools and equipment. The District assumes no responsibility whatsoever for theft or damage sustained to Seller’s personal property.

VIII. Valuable Papers. Seller shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

IX. Miscellaneous:

Insurance carriers must have a “Best’s Rating” and a “Financial Size Category” as set forth in the most current edition of Best’s Key Rating Guide of a minimum of A-VIII. Insurance carriers must be properly admitted as required by applicable law. In the event Seller’s insurance policy(ies) provide greater coverage and/or greater limits than the minimum requirements set forth herein, then the District and the other additional insureds shall be entitled to the full coverage and limits of such policy(ies), and these insurance requirements will be deemed to require such greater coverage and/or greater limits.

The required insurance shall cover Seller, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) providing any goods under any contract or agreement with Seller. The Commercial General, Automobile, Umbrella and Pollution Liability insurance policies provided by Seller to meet the requirements of the Contract shall name the District and any other parties set forth in Paragraph VIII below, as additional insureds using Additional Insured Endorsement ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01 or if not available, their equivalent acceptable to the District. The required insurance will be primary and non-contributory to any insurance or self insurance maintained by any of the additional insureds.

Seller for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required under the Contract, hereby waives fully for the benefit of the District and the other additional insureds any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Seller. Seller shall obtain a waiver of any subrogation right that its insurers may acquire against the additional insureds by virtue of payment of any such loss covered by such insurance.

Concurrently with the execution of the Contract, Seller shall file with the District original certificates of insurance and endorsements showing the required insurance to be in force. These certificates of insurance and the corresponding policies, whether by endorsement or otherwise, shall contain provisions that at least thirty (30) calendar days advanced written notice by mail shall be given to the District of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverages. The acceptance by the District of any certificate of insurance pursuant to the terms of the Contract evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance policies shown on the certificates of insurance are in compliance with the requirements of the Contract. The certificates of insurance shall show the District as the certificate holder. Upon demand by the District, Seller shall deliver to the District certified true and correct copies of any and all insurance policies required to be maintained by Seller hereunder.

VIII. Additional Insureds:

APPENDIX B

[FOR PROCUREMENT OF SERVICES
IN AN AMOUNT NOT TO EXCEED \$20,000.]

AGREEMENT FOR SERVICES

This Agreement for Goods and Services ("Agreement") is made this ____ day of _____, 20____, between Carrollwood Recreation District, a special district of the State of Florida organized and existing pursuant to Ch. 99-418, Laws of Florida, whose address is 3515 McFarland Rd, Tampa, FL 33618 (the "District") and _____, a _____ corporation, authorized to do business in the State of _____, with its principal place of business at _____ ("Seller") for the purchase of services described hereafter pursuant to the terms contained in this Agreement.

THE PROJECT: _____

1. **Services to be Provided.** Seller shall furnish services at the Project, the scope, prices and corresponding timeframes of which are all specified within Attachment I.

2. **Contract Documents.** As used herein, the term Contract Documents shall mean this Agreement; the attached General Terms and Conditions; other documents incorporated into this Agreement, including those identified below; and amendments to this Agreement executed after the effective date of this Agreement. In the event of any conflict among any of the Contract Documents, the conflict shall be resolved so as to give effect to the overall intent of the Contract Documents, as determined by the District. The following are incorporated into and made a part of this Agreement by reference:

Attachment I – Scope of Services

Attachment II – Insurance Requirements

All of the foregoing Contract Documents are sometimes referred to herein as the "Contract". In the event of a conflict between any of the Attachments and the terms and conditions of either the Agreement or the General Terms and Conditions, the Agreement or General Terms and Conditions (as applicable) shall govern and control.

SELLER:

THE DISTRICT:

CARROLLWOOD RECREATION DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Seller's License No

GENERAL TERMS AND CONDITIONS

1. **Complete Agreement.** This Contract contains all the terms and conditions agreed upon by the parties hereto, and no other terms or agreements, oral or otherwise, except as expressly incorporated herein, respecting the subject matter of this Contract shall be deemed to exist, or to bind any of the parties hereto. This Contract shall be binding upon, and inure to the benefit of, the District and Seller and their respective heirs, successors, personal representatives and permitted assigns.

2. **Acceptance.** The parties shall be bound by this Contract and its terms and conditions when Seller (a) executes and returns an acknowledgment copy of the Agreement, or (b) renders for the District any of the services ordered. No contract shall exist except as hereinabove provided.

3. **Changes.** No other agreement or course of prior dealings between the parties nor any usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms or conditions of this Contract. the District reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings and data incorporated by reference into the Contract where items to be furnished are to be specifically manufactured for the District; (b) methods of performance of the required services; (c) place of performance of services; (d) time of performance and (e) scope of services; provided, however, that no such change materially affects the Seller's ability to perform. If any such change causes an increase or decrease in Seller's cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the Agreement price(s) or delivery schedule(s), or both.

4. **Payment.** Unless otherwise noted in the Contract Documents, the specified Agreement price(s) include all sales, use and other similar taxes imposed by law upon, or on account of the delivery of the services covered by the Contract. The prices stated in the Contract are firm and are not subject to escalation unless otherwise expressly stated in the Contract. Payment will be made for goods and services properly and timely provided and performed within twenty (20) days of the District's receipt of an invoice from Seller and the District's acceptance thereof. Seller shall not submit an invoice for payment more frequently than monthly. If as a result of any of the services to be provided by Seller hereunder, Seller or anyone for whom Seller is legally liable should have any lien rights against any of the District's property, then as a condition precedent to any payment obligation of the District hereunder and upon demand from the District, Seller shall furnish to the District a waiver of lien and release on the form designated by the District.

5. **Delivery/Time of the Essence.** Time is of the essence of this Contract. Failure to complete performance of services within the scheduled time shall give the District the right to cancel services not yet performed without additional charge. the District may at any time request assurance that Seller will complete its performance on time. In the event reasonable grounds for insecurity arise, and Seller fails to give to the District adequate assurance of performance satisfactory to the District, in the District's sole opinion, Seller will be deemed to be in material default of this Contract.

6. **Nonconforming Services.** Services not conforming to the terms of this Contract shall be deemed defective services. If required by the District, Seller shall (as directed by the District) correct all defective services. Seller shall bear all direct, indirect and consequential costs of such correction (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the District harmless for same. If the Seller fails to so correct all defective services as required under the Contract Documents within a seven-day period after receipt of written notice from the District to commence and continue correction of such defective services with diligence and promptness, the District may after such seven-day period, without prejudice to any other remedies the District may have, at law or equity, correct such deficiencies. In such event, the District may deduct from any amounts due Seller, either under this Contract or any other agreement between the District and Seller, the reasonable cost of correcting such defective services. If payments then or thereafter due the Seller are not sufficient to cover such amounts, the Seller shall immediately pay the difference to the District.

7. **Acceptance of Defective Services.** Should the District determine, in its sole opinion, it is in the District's best interest to accept defective services, the District may do so. Seller shall bear all direct, indirect and consequential costs attributable to the District's evaluation of and determination to accept such defective services. If such determination is rendered prior to final payment, an amendment to this Contract shall be executed evidencing such acceptance, incorporating the necessary revisions into this Contract and reflecting an appropriate decrease in the price(s). If the District accepts such defective services after final payment, Seller shall pay to the District, within fifteen (15) days from receipt of demand for payment, an appropriate amount determined by the District to adequately compensate the District for its acceptance of such defective services.

8. **Termination/Suspension.**

8.1 **District's Termination for Convenience.** the District may, at its convenience, and upon written notification being sent to Seller, terminate or suspend all or any portion of this Contract for services not performed as of the date of termination or suspension of this Contract. Seller shall receive payment for services provided prior to Seller's receipt of such notice. Seller shall not be entitled to any recovery on account of profit or unabsorbed overhead with respect to services not actually performed, or on account of future services, as of the effective date of termination or suspension. No termination or suspension shall relieve the District or Seller of any of their respective obligations as to any services performed prior to Seller's receipt of the termination or suspension order.

8.2 **Termination by District for Seller's Default.** the District may, upon forty-eight (48) hours written notice to Seller, terminate this Contract if the Seller has failed to fulfill any of its material obligations under this Contract and Seller has failed to commence and diligently proceed thereafter to cure such breach. Such termination shall be without prejudice to any other rights or remedies of the District. In the event of any such termination for cause, no further payment hereunder shall be due Seller until the full measure of the District's damages (including the cost to complete the services and the District's attorney's fees) has been determined. If the District's cost of completing the services exceeds the balance of the total Agreement price(s) for services not paid to Seller, Seller shall promptly pay such excess to the District.

Notwithstanding anything in the Contract Documents to the contrary, at the District's sole election, any default by Seller under this Contract may be deemed a default by Seller under any other agreement between the District and Seller and a default by Seller under any other agreement between the District and Seller may be deemed a default by Seller under this Contract. If this Contract should be terminated by the District as a result of an alleged default by Seller and if it is later determined that Seller was not in default, the notice of termination for default shall be deemed to be a notice of termination for convenience and Seller's rights and remedies shall be limited to those set forth in paragraph 8.1 above. In the event of a termination for Seller's default, the District shall also have all of its rights and remedies available under law or at equity.

8.3 **Termination by Seller for District's Default.** In the event the District is in default of its obligations as defined below, Seller may give written notice to the District of such default. For purposes of this paragraph 8.3, the parties acknowledge and agree that Seller may terminate this Contract due to a the District default only if the District refuses to pay undisputed amounts properly due and owing hereunder within _____ () days of such amounts becoming due and owing hereunder. If the District fails to cure such default within seven (7) days written notice to the District from Seller, the Seller may, upon seven (7) additional days written notice to the District, terminate the Contract, whereupon the Seller's rights and remedies shall be limited to those set forth in paragraph 8.1 above.

9. **Inspection.** the District, its respective representatives, agents and employees, shall have access at all times, whether the services are being performed on or off the Project site, for observation and inspection of the services. Seller shall provide proper and safe access for such observation and inspections. The making or failure to make any inspection or observation, or payment for or acceptance of, the services shall not impair the District's right later to reject subsequently discovered defective or nonconforming services, or to avail itself of any other remedy to which the District may be entitled under law or at equity.

10. **Warranties.** Seller warrants to the District that any services or work furnished under this Contract shall be free from all defects, shall be of the quality specified, shall be fit and appropriate for the purpose intended, and shall conform to the provisions, specifications, performance standards, drawings, samples or other requirements contained or referenced in this Contract. Seller also warrants to the District that all materials and equipment furnished under the Contract shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. In addition to the above warranties if, within one (1) year after completion of the services or work provided for herein, or such longer periods of time as may be provided in this Contract, any services or work are found to be defective or not in conformance herewith, Seller shall correct it promptly after receipt of written notice from the District. Seller shall also be responsible for and pay for replacement or repair of any adjacent materials or work which may be damaged as a result of the correction of Seller's services or work. the District's rights and remedies pursuant to this paragraph are in addition to, and not a limitation on, all other rights or remedies allowed by law or equity.

11. **Infringement.** Seller warrants that the sale or use of services provided by Seller or Seller's patents covered by this Contract either alone, or in combination with other services, will not infringe or contribute to the infringement of any patents, trademarks, or copyrights, either in the United States or foreign countries. Seller covenants and agrees to defend, with counsel acceptable to the District, every suit,

action or proceeding that shall be brought against the District, or any party selling or using the District's services purchased hereunder, for any alleged infringements of any patents, trademarks, or copyrights, by reason of the sale or use of said services either alone, or in combination with other services, and to pay all expenses and attorneys' fees incurred in defending every such suit, action or proceeding and to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendant therein.

12. **Compliance with Laws.** Seller's performance shall strictly conform to and comply with all applicable laws, rules, regulations, codes, safety orders, labor agreements, and working conditions to which it is subject, including but not limited to all state, federal, and local non-discrimination in employment provisions and all local regulations and building codes. Seller shall execute and deliver all documents required to effect or evidence such compliance. As part of the specified Agreement price(s), Seller shall be responsible for obtaining all permits necessary to perform the services hereunder. Seller shall initiate the permitting process within one day of the execution of the Contract.

13. **Indemnification.**

13.1 To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold the District and its respective officers, directors, members, agents, consultants or employees of any of them (collectively "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services, whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom, but only to the extent that such claim, damage, loss or expense is caused by Seller or anyone for whom it is liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Indemnification. This Indemnification is in addition to and not in lieu of common law indemnification to which the Indemnitee is entitled.

13.2 The duty to defend under this Indemnification is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Seller or any Indemnitee. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Seller. Seller's obligation to indemnify and defend under this Indemnification will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the Indemnitee for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **Assignments, Setoff.** Any delegation, subcontracting, subletting, or assignment by operation of law or otherwise of all or any portion of the obligations to be performed by Seller without the prior written consent of the District shall be deemed a material default by Seller under this Contract. the District may deduct from any amounts due or to become due to Seller under this Contract or any other agreement between Seller and the District, any sum or sums

owed to the District from Seller arising under this Contract or any other agreement between Seller and the District. If the District has entered into an agreement with a contractor for the provision of services related to the services to be provided by Seller under this Contract, the District may assign the rights and obligations of this Contract to such contractor, provided the District gives written notice of the same to Seller. In the event that the District elects to assign its rights and obligations to the contractor and gives written notice of such assignment to Seller, all rights and obligations of the District under this Contract will be transferred to the contractor and Seller acknowledges that the District shall not have any further obligations under this Contract.

15. **Applicable Law.** Interpretation of this Contract and the rights of the parties hereunder shall be construed under and governed by the laws of the State of Florida, except that the Florida conflict-of-laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction.

16. **Claims.** In the event of any claim or other matter in dispute between the District and Seller arising from or otherwise relating to this Contract, the Project, the Seller's provision of services, the Contract Documents, or the breach thereof, the party claiming the dispute shall provide the other party prompt written notice of such dispute. The parties hereby agree that they shall first negotiate to resolve the dispute in good faith in an attempt to prevent the need for mediation or litigation. In the event that the parties are unable to reach a resolution of the dispute within thirty (30) days after receipt of the initial dispute notice, the parties shall submit the dispute to non-binding mediation before a mutually agreed upon mediator. If the parties are unable to mutually agree on a mediator within thirty (30) days after the dispute being submitted to mediation, either party may seek mediation under the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. If the parties are unable to resolve the dispute through mediation and litigation proves necessary, either party may initiate such litigation. In the event of any such litigation, the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees and costs through all trial and appellate levels of litigation, and in any settlement, mediation, bankruptcy or administrative proceedings including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall also include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Unless otherwise provided by law, any such litigation between the parties hereto shall be instituted and maintained in the appropriate State Court in and for the County where the Project is located, such court having sole and exclusive venue and jurisdiction over such matters.

17. **Independent Contractor.** Seller agrees that Seller is an independent contractor, and that no tax, assessment or legal liability of Seller, or of his agents or employees, becomes by reason of this Contract an obligation of the District.

18. **Non-Waiver.** The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of the District's right thereafter to enforce each and every such provision. Any waiver, approval or consent granted to Seller shall be limited to the matters specifically and expressly

stated in writing thereby to be waived, approved or consented to and shall not relieve Seller of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the District may at any time require strict compliance with this Contract as to any other matter.

19. **Ownership of Documents.** To the extent Seller generates any documents for the Project, ("Project Instruments"), such Project Instruments will be deemed a "work for hire" product and the District shall be deemed the owner of such Project Instruments and shall have the right to use the Project Instruments, even if this Contract is terminated for any reason. To the extent it is later determined that any Project Instruments are not a "work for hire" product, the parties agree to treat any Project Instruments as if they are a "work for hire" product. Seller agrees to take any action necessary to transfer any and all intellectual property rights it may have with respect to any Project Instruments to the District. Seller further represents and warrants that the use of any such Project Instruments does not infringe upon the intellectual property rights of any third party and Seller agrees to indemnify, defend and hold harmless the District, the District's contractors, consultants and their directors, officers, agents and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including but not limited to reasonable attorneys' fees and paralegals' fees, arising out of or resulting from the use of any Project Instruments. The terms of this paragraph shall survive the termination of this Contract.

20. **Risk of Loss.** Notwithstanding the terms of shipment, the risk of loss shall pass to the District only after delivery of any goods or materials to the Project site or other place designated in writing by the District.

21. **Seller's Representative.** Seller hereby designates _____, who is authorized to render decisions on behalf of Seller and otherwise bind Seller to the District; and the District is entitled to rely upon such representative of Seller in all matters concerning this Contract.

22. **Insurance.** During the term of this Contract, Seller shall provide, pay for, and maintain with companies satisfactory to the District, the types of insurance described in Attachment II.

23. **Severability.** In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

24. **Construction.** The parties hereto acknowledge that they have carefully reviewed this Contract and have had an opportunity to be advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

25. **Captions.** The headings used throughout this Contract are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular paragraphs to which they refer.

26. **Interpretation.** Whenever used herein the singular number shall include the plural, the plural of the singular,

and the use of any gender shall include all genders. The term “including” is not limiting, and the terms “hereof”, “herein”, “hereunder”, and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless expressly stated otherwise..

ATTACHMENT I

SCOPE OF SERVICES

(See Attached)

[NOTE: PRIOR TO ATTACHING THE SCOPE OF SERVICES, DISTRICT WILL NEED TO CONFIRM THERE ARE NO INCONSISTENT OR OTHERWISE OBJECTIONABLE TERMS INCLUDED.]

ATTACHMENT II

INSURANCE REQUIREMENTS

The amounts and types of insurance shall conform to the minimum requirements listed below. All self-insured retentions or deductibles will be Seller's sole responsibility.

I. Worker's Compensation and Employers Liability Insurance shall be maintained by during the term of the Contract for all employees engaged in providing services under the Contract, in accordance with all applicable laws. The amount of such insurance shall not be less than:

| | |
|-------------------------|---------------------------------------|
| Workers' Compensation - | Statutory Requirements |
| Employers Liability - | \$_____ Limit Each Accident |
| | \$_____ Disease - Limit Each Employee |
| | \$_____ Disease - Policy Limit |

II. Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by Seller. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for the Subcontract, Property Damage, Personal Injury and Fire Legal Liability Coverages. Seller must also include Products & Completed Operations, with the Completed Operations Coverage maintained for the Project for not less than ten (10) years following completion and acceptance by the District. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

| | |
|---|---------|
| Each Occurrence | \$_____ |
| Damage to Rented Premises | \$_____ |
| Medical Expense | \$_____ |
| Personal and Advertising Injury | \$_____ |
| General Aggregate | \$_____ |
| Products - Completed Operations Aggregate | \$_____ |

The aggregate limits shall be separately applicable to this Project through the use of an endorsement approved by the District.

III. Automobile Liability Insurance shall be maintained by Seller as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

| | |
|--------------------------|-----------------------------|
| General Aggregate | \$_____ |
| Bodily Injury, including | \$_____ Combined Single |
| Death & Property Damage | \$_____ Limit Each Accident |
| Liability | |

IV. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than \$_____ each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form"

basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to the services being provided, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by the District.

V. Pollution Liability Insurance shall be maintained by Seller on an “occurrence” basis with a limit of not less than \$_____ each occurrence and \$_____ aggregate for the Project. Limits must be project specific, dedicated to the services provided by or for Seller on the Project only. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from general contracting activities for which Seller is liable. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

VI. Professional Liability Insurance shall be maintained by Seller insuring its legal liability arising out of the performance of professional services under this Contract. Such insurance shall have limits of not less than \$_____ each claim and aggregate. Seller must continue to maintain this policy for a period of not less than ten (10) years after completion of its professional services hereunder. The policy retroactive date will always be prior to the date professional services were first performed by Seller hereunder, and the date will not be moved forward during the term of this Contract and for 10 years thereafter.

VII. Personal Property Insurance shall be maintained by Seller on an “all risk” basis for no less than the full replacement cost value of Seller’s tools and equipment. The District assumes no responsibility whatsoever for theft or damage sustained to Seller’s personal property.

VIII. Valuable Papers. Seller shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

IX. Miscellaneous:

Insurance carriers must have a “Best’s Rating” and a “Financial Size Category” as set forth in the most current edition of Best’s Key Rating Guide of a minimum of A-VIII. Insurance carriers must be properly admitted as required by applicable law. In the event Seller’s insurance policy(ies) provide greater coverage and/or greater limits than the minimum requirements set forth herein, then the District and the other additional insureds shall be entitled to the full coverage and limits of such policy(ies), and these insurance requirements will be deemed to require such greater coverage and/or greater limits.

The required insurance shall cover Seller, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) providing any services under any contract or agreement with Seller. The Commercial General, Automobile, Umbrella and Pollution Liability insurance policies provided by Seller to meet the requirements of the Contract shall name the District and any

other parties set forth in Paragraph VIII below, as additional insureds using Additional Insured Endorsement ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01 or if not available, their equivalent acceptable to the District. The required insurance will be primary and non-contributory to any insurance or self insurance maintained by any of the additional insureds.

Seller for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required under the Contract, hereby waives fully for the benefit of the District and the other additional insureds any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Seller. Seller shall obtain a waiver of any subrogation right that its insurers may acquire against the additional insureds by virtue of payment of any such loss covered by such insurance.

Concurrently with the execution of the Contract, Seller shall file with the District original certificates of insurance and endorsements showing the required insurance to be in force. These certificates of insurance and the corresponding policies, whether by endorsement or otherwise, shall contain provisions that at least thirty (30) calendar days advanced written notice by mail shall be given to the District of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverages. The acceptance by the District of any certificate of insurance pursuant to the terms of the Contract evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance policies shown on the certificates of insurance are in compliance with the requirements of the Contract. The certificates of insurance shall show the District as the certificate holder. Upon demand by the District, Seller shall deliver to the District certified true and correct copies of any and all insurance policies required to be maintained by Seller hereunder.

VIII. Additional Insureds:

APPENDIX C

[FOR PROCUREMENT OF SERVICES AND GOODS
IN AN AMOUNT NOT TO EXCEED \$20,000.]

AGREEMENT FOR GOODS AND SERVICES

This Agreement for Goods and Services ("Agreement") is made this ____ day of _____, 20____, between Carrollwood Recreation District, a special district of the State of Florida organized and existing pursuant to Ch. 99-418, Laws of Florida, whose address is 3515 McFarland Rd, Tampa, FL 33618 (the "District") and _____, a _____ corporation, authorized to do business in the State of _____, with its principal place of business at _____ ("Seller") for the purchase of goods and services described hereafter pursuant to the terms contained in this Agreement.

THE PROJECT: _____

1. **Goods to be provided.** Seller shall furnish goods for the Project, as described in Attachment I at the total price(s) set forth opposite each item and by the delivery date(s) stated within Attachment I.

2. **Services to be Provided.** Seller shall furnish services at the Project, the scope, prices and corresponding timeframes of which are all specified within Attachment II.

3. **Contract Documents.** As used herein, the term Contract Documents shall mean this Agreement; the attached General Terms and Conditions; other documents incorporated into this Agreement, including those identified below; and amendments to this Agreement executed after the effective date of this Agreement. In the event of any conflict among any of the Contract Documents, the conflict shall be resolved so as to give effect to the overall intent of the Contract Documents, as determined by the District. The following are incorporated into and made a part of this Agreement by reference:

Attachment I – Description of Goods

Attachment II – Scope of Services

Attachment III – Insurance Requirements

All of the foregoing Contract Documents are sometimes referred to herein as the "Contract". In the event of a conflict between any of the Attachments and the terms and conditions of either the Agreement or the General Terms and Conditions, the Agreement or General Terms and Conditions (as applicable) shall govern and control.

SELLER:

By: _____

Title: _____

Date: _____

THE DISTRICT:

CARROLLWOOD RECREATION DISTRICT

By: _____

Title: _____

Date: _____

.GENERAL TERMS AND CONDITIONS

1. **Complete Agreement.** This Contract contains all the terms and conditions agreed upon by the parties hereto, and no other terms or agreements, oral or otherwise, except as expressly incorporated herein, respecting the subject matter of this Contract shall be deemed to exist, or to bind any of the parties hereto. This Contract shall be binding upon, and inure to the benefit of, the District and Seller and their respective heirs, successors, personal representatives and permitted assigns.

2. **Acceptance.** The parties shall be bound by this Contract and its terms and conditions when Seller (a) executes and returns an acknowledgment copy of the Agreement, (b) delivers to the District any of the items ordered, or (c) renders for the District any of the services ordered. No contract shall exist except as hereinabove provided.

3. **Changes.** No other agreement or course of prior dealings between the parties nor any usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms or conditions of this Contract. the District reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings and data incorporated by reference into the Contract where items to be furnished are to be specifically manufactured for the District; (b) methods of performance; (c) place of performance; (d) time of performance; (e) methods of shipment or packing; (f) place of delivery; (g) quantities ordered; and (h) scope; provided, however, that no such change materially affects the Seller's ability to perform. If any such change causes an increase or decrease in Seller's cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price(s) or delivery date(s)/schedule(s), or both.

4. **Payment.** Unless otherwise noted in the Contract Documents, the specified price(s) include all sales, use and other similar taxes imposed by law upon, or on account of the manufacture, sale or delivery of the materials or services covered by this Contract. The price(s) stated in the Contract are firm and are not subject to escalation unless otherwise expressly stated in this Contract. The price(s) shall include charges for packing, loading and shipping. Payment will be made for goods and services properly and timely provided and performed within twenty (20) days of the District's receipt of an invoice from Seller and the District's acceptance thereof. Seller shall not submit an invoice for payment more frequently than monthly. If as a result of any of the goods or services to be provided by Seller hereunder, Seller or anyone for whom Seller is legally liable should have any lien rights against any of the District's property, then as a condition precedent to any payment obligation of the District hereunder and upon demand from the District, Seller shall furnish to the District a waiver of lien and release on the form designated by the District.

5. **Delivery/Time of the Essence.** Time is of the essence of this Contract. Failure to furnish goods by the required delivery date(s) or to complete performance of services within the scheduled time(s) shall give the District the right to cancel any goods not yet delivered or services not yet performed without additional charge. the District may at any time request assurance that Seller will complete

its performance on time. In the event reasonable grounds for insecurity arise, and Seller fails to give to the District adequate assurance of performance satisfactory to the District, in the District's sole opinion, Seller will be deemed to be in material default of this Contract.

6. Nonconforming/Defective Goods or Services.

6.1 **Goods.** All goods not fully meeting specified or implied standards or otherwise not in compliance with the requirements of this Contract, or shipped contrary to instructions, or substituted for goods described, may be rejected by the District and returned or held at Seller's expense and risk. In the event the District rejects any such goods, the District may charge to Seller the entire expense of inspecting, unpacking, examining, repackaging, storing and reshipping any goods rejected hereunder. If Seller is able to furnish replacement conforming goods by the required delivery date(s), it shall immediately notify the District in writing of its intention to furnish such replacement goods. If Seller fails so to notify the District in writing within five (5) business days of its intention to furnish the replacement goods, the District shall have the right to bring such goods into compliance and to charge all costs so incurred, including but not limited to inspection costs, to Seller.

6.2 **Services.** Services not conforming to the terms of this Contract shall be deemed defective services. If required by the District, Seller shall (as directed by the District) correct all defective services. Seller shall bear all direct, indirect and consequential costs of such correction (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the District harmless for same. If the Seller fails to so correct all defective services as required under the Contract Documents within a seven-day period after receipt of written notice from the District to commence and continue correction of such defective services with diligence and promptness, the District may after such seven-day period, without prejudice to any other remedies the District may have, at law or equity, correct such deficiencies. In such event, the District may deduct from any amounts due Seller, either under this Contract or any other agreement between the District and Seller, the reasonable cost of correcting such defective services. If payments then or thereafter due the Seller are not sufficient to cover such amounts, the Seller shall immediately pay the difference to the District.

6.3. **Acceptance of Nonconforming/Defective Goods or Services.** Should the District determine, in its sole opinion, it is in the District's best interest to accept nonconforming goods or defective services, the District may do so. Seller shall bear all direct, indirect and consequential costs attributable to the District's evaluation of and determination to accept nonconforming goods or defective services. If such determination is rendered prior to final payment, an amendment to this Contract shall be executed evidencing such acceptance, incorporating the necessary revisions into this Contract and reflecting an appropriate decrease in the price(s). If the District accepts such nonconforming goods or defective services after final payment, Seller shall pay to the District, within fifteen (15) days from receipt of demand for payment, an appropriate amount determined by the District to adequately compensate the District for its acceptance of such items or services.

7. **Termination/Suspension.**

7.1 **District's Termination for Convenience.** the District may, at its convenience, and upon written notification being sent to Seller, terminate or suspend all or any portion of this Contract for materials not shipped or services not performed as of the date of termination or suspension of this Contract. Seller shall receive payment for materials shipped and services properly performed prior to Seller's receipt of such notice and for services actually performed prior to Seller's receipt of such notice on unique goods that are not otherwise saleable in the ordinary course of Seller's business. Seller shall not be entitled to any recovery on account of profit or unabsorbed overhead with respect to materials not shipped or services not actually performed, or on account of future work or services, as of the effective date of termination or suspension. No termination or suspension shall relieve the District or Seller of any of their respective obligations as to any materials shipped or services performed prior to Seller's receipt of the termination or suspension order.

7.2 **Termination by District for Seller's Default.** the District may, upon forty-eight (48) hours written notice to Seller, terminate this Contract if the Seller has failed to fulfill any of its material obligations under this Contract and Seller has failed to commence and diligently proceed thereafter to cure such breach. Such termination shall be without prejudice to any other rights or remedies of the District. In the event of any such termination for cause, no further payment hereunder shall be due Seller until the full measure of the District's damages (including the cost to cover such goods, the cost to complete the services and the District's attorney's fees) has been determined. If the District's cost of covering the goods and/or completing the services exceeds the balance of the total price(s) for goods and services not paid to Seller, Seller shall promptly pay such excess to the District. Notwithstanding anything in the Contract Documents to the contrary, at the District's sole election, any default by Seller under this Contract may be deemed a default by Seller under any other agreement between the District and Seller and a default by Seller under any other agreement between the District and Seller may be deemed a default by Seller under this Contract. If this Contract should be terminated by the District as a result of an alleged default by Seller and if it is later determined that Seller was not in default, the notice of termination for default shall be deemed to be a notice of termination for convenience and Seller's rights and remedies shall be limited to those set forth in paragraph 7.1 above. In the event of a termination for Seller's default, the District shall also have all of its rights and remedies available under law or at equity.

7.3 **Termination by Seller for District's Default.** In the event the District is in default of its obligations as defined below, Seller may give written notice to the District of such default. For purposes of this paragraph 7.3, the parties acknowledge and agree that Seller may terminate this Contract due to a the District default only if the District refuses to pay undisputed amounts properly due and owing hereunder within _____ () days of such amounts becoming due and owing hereunder. If the District fails to cure such default within seven (7) days written notice to the District from Seller, the Seller may, upon seven (7) additional days written notice to the District, terminate the Contract, whereupon the Seller's rights and remedies shall be limited to those set forth in paragraph 7.1 above.

8. **Inspection.** the District, its respective representatives, agents and employees, shall have the right to inspect and test the goods and services at any time, whether prior to or after shipment or delivery and shall have access at all times, whether the services are being performed on or off the Project site, for observation and inspection of the services. Seller shall provide proper and safe access for such observation, inspections and tests. The making or failure

to make any observation, inspection or test of, or payment for or acceptance of, the goods or services shall not impair the District's right later to reject subsequently discovered nonconforming or defective goods or services, or to avail itself of any other remedy to which the District may be entitled under law or at equity.

9. **Warranties.** Seller warrants that at the time of delivery the goods and services shall be free from any security interest or other lien or encumbrance. Seller warrants to the District that the goods and services purchased hereunder shall be free from all defects, shall be of the quality specified, shall be fit and appropriate for the purpose intended, and shall conform to the provisions, specifications, performance standards, drawings, samples or other requirements contained or referenced in this Contract. Seller further warrants to the District that the goods and services will be complete in all respects necessary to make the goods and services fully functional for use and installation in accordance with the terms of this Contract. Seller also warrants to the District that any services performed under this Contract shall be performed in conformance with the requirements of the Contract Documents. Seller also warrants to the District that all materials and equipment furnished under the Contract shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. In addition to the above warranties if, within one (1) year after completion of the services or delivery of the goods provided for herein, or such longer periods of time as may be provided in the Contract Documents, any services or goods are found to be defective or not in conformance with the Contract Documents, Seller shall correct it promptly after receipt of written notice from the District. Seller shall also be responsible for and pay for replacement or repair of any adjacent materials or work which may be damaged as a result of such replacement or repair. the District's rights and remedies pursuant to this paragraph are in addition to, and not a limitation on, all other rights or remedies allowed by law or equity.

10. **Infringement.** Seller warrants that the sale or use of goods or services provided by Seller or Seller's patents covered by this Contract either alone, or in combination with other materials or services, will not infringe or contribute to the infringement of any patents, trademarks, or copyrights, either in the United States or foreign countries. Seller covenants and agrees to defend, with counsel acceptable to the District, every suit, action or proceeding that shall be brought against the District, or any party selling or using the District's goods or services purchased hereunder, for any alleged infringements of any patents, trademarks, or copyrights, by reason of the sale or use of said goods or services either alone, or in combination with other materials or services, and to pay all expenses and attorneys' fees incurred in defending every such suit, action or proceeding and to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against such defendant therein.

11. **Compliance with Laws.** Seller's performance shall strictly conform to and comply with all applicable laws, rules, regulations, codes, safety orders, labor agreements, and working conditions to which it is subject, including but not limited to all state, federal, and local non-discrimination in employment provisions and all local regulations and building codes. Seller shall execute and deliver all documents required to effect or evidence such compliance. As part of the specified price(s), Seller shall be responsible for obtaining all permits necessary to perform the services hereunder. Seller shall initiate the permitting process within one day of the execution of the Contract.

12. **Indemnification.**

12.1 To the fullest extent permitted by law, Seller agrees to indemnify, defend and hold the District and its officers, directors, members, agents, consultants or employees of any of them (collectively "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from its performance hereunder, whether such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use or economic loss resulting therefrom, but only to the extent that such claim, damage, loss or expense is caused by Seller or anyone for whom it is liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Indemnification. This Indemnification is in addition to and not in lieu of common law indemnification to which the Indemnatee is entitled.

12.2 The duty to defend under this Indemnification is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Seller or any Indemnatee. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Seller. Seller's obligation to indemnify and defend under this Indemnification will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the Indemnatee for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13. **Assignments, Setoff.** Any delegation, subcontracting, subletting, or assignment by operation of law or otherwise of all or any portion of the obligations to be performed by Seller without the prior written consent of the District shall be deemed a material default by Seller under this Contract. the District may deduct from any amounts due or to become due to Seller under this Contract or any other agreement between Seller and the District, any sum or sums owed to the District from Seller arising under this Contract or any other agreement between Seller and the District. If the District has entered into an agreement with a contractor for the installation of the goods or provision of services related to the services to be provided by Seller under this Contract, the District may assign the rights and obligations of this Contract to such contractor, provided the District gives written notice of the same to Seller. In the event that the District elects to assign its rights and obligations to the contractor and gives written notice of such assignment to Seller, all rights and obligations of the District under this Contract will be transferred to the contractor and Seller acknowledges that the District shall not have any further obligations under this Contract.

14. **Applicable Law.** Interpretation of this Contract and the rights of the parties hereunder shall be construed under and governed by the laws of the State of Florida, except that the Florida conflict-of-laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction.

15. **Claims.** In the event of any claim or other matter in dispute between the District and Seller arising from or otherwise relating to this Contract, the Project, the Seller's provision of goods or services,

the Contract Documents, or the breach thereof, the party claiming the dispute shall provide the other party prompt written notice of such dispute. The parties hereby agree that they shall first negotiate to resolve the dispute in good faith in an attempt to prevent the need for mediation or litigation. In the event that the parties are unable to reach a resolution of the dispute within thirty (30) days after receipt of the initial dispute notice, the parties shall submit the dispute to non-binding mediation before a mutually agreed upon mediator. If the parties are unable to mutually agree on a mediator within thirty (30) days after the dispute being submitted to mediation, either party may seek mediation under the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. If the parties are unable to resolve the dispute through mediation and litigation proves necessary, either party may initiate such litigation. In the event of any such litigation, the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees and costs through all trial and appellate levels of litigation, and in any settlement, mediation, bankruptcy or administrative proceedings including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall also include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Unless otherwise provided by law, any such litigation between the parties hereto shall be instituted and maintained in the appropriate State Court in and for the County where the Project is located, such court having sole and exclusive venue and jurisdiction over such matters.

16. **Independent Contractor.** Seller agrees that Seller is an independent contractor, and that no tax, assessment or legal liability of Seller, or of his agents or employees, becomes by reason of this Contract an obligation of the District.

17. **Non-Waiver.** The failure of the District to enforce at any time or for any period of time any one or more of the provisions of this Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of the District's right thereafter to enforce each and every such provision. Any waiver, approval or consent granted to Seller shall be limited to the matters specifically and expressly stated in writing thereby to be waived, approved or consented to and shall not relieve Seller of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the District may at any time require strict compliance with this Contract as to any other matter.

18. **Ownership of Documents.** To the extent Seller generates any documents for the Project, ("Project Instruments"), such Project Instruments will be deemed a "work for hire" product and the District shall be deemed the owner of such Project Instruments and shall have the right to use the Project Instruments, even if this Contract is terminated for any reason. To the extent it is later determined that any Project Instruments are not a "work for hire" product, the parties agree to treat any Project Instruments as if they are a "work for hire" product. Seller agrees to take any action necessary to transfer any and all intellectual property rights it may have with respect to any Project Instruments to the District. Seller further represents and warrants that the use of any such Project Instruments does not infringe upon the intellectual property rights of any third party and Seller agrees to indemnify, defend and hold harmless the District, the District's contractors, consultants and their directors, officers, agents and

employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including but not limited to reasonable attorneys' fees and paralegals' fees, arising out of or resulting from the use of any Project Instruments. The terms of this paragraph shall survive the termination of this Contract.

19. **Risk of Loss.** Notwithstanding the terms of shipment, the risk of loss shall pass to the District only after delivery of any goods or materials to the job site or other place designated in writing by the District.

20. **Seller's Representative.** Seller hereby designates _____, who is authorized to render decisions on behalf of Seller and otherwise bind Seller to the District; and the District is entitled to rely upon such representative of Seller in all matters concerning this Contract.

21. **Insurance.** During the term of this Contract, Seller shall provide, pay for, and maintain with companies satisfactory to the District, the types of insurance described in Attachment III hereto.

22. **Severability.** In the event any provision, or any part or portion of any provision of this Contract shall be deemed or defined by any law or order any court or any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to

remove or cure such illegal or unenforceable portion, so long as the Contract is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either party.

23. **Construction.** The parties hereto acknowledge that they have carefully reviewed this Contract and have had an opportunity to be advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

24. **Captions.** The headings used throughout this Contract are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular paragraph to which they refer.

25. **Interpretation.** Whenever used herein the singular number shall include the plural, the plural of the singular, and the use of any gender shall include all genders. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless expressly stated otherwise.

ATTACHMENT I

DESCRIPTION OF GOODS

| Description/Item Number | Quantity | Unit Price | Total Price | Delivery Date |
|----------------------------|----------|------------|-------------|---------------|
| | | | | |
| | | | | |
| | | | | |

ATTACHMENT II

SCOPE OF SERVICES

(See Attached)

[NOTE: PRIOR TO ATTACHING THE SCOPE OF SERVICES, DISTRICT WILL NEED TO CONFIRM THERE ARE NO INCONSISTENT OR OTHERWISE OBJECTIONABLE TERMS INCLUDED.]

ATTACHMENT III

INSURANCE REQUIREMENTS

The amounts and types of insurance shall conform to the minimum requirements listed below. All self-insured retentions or deductibles will be Seller's sole responsibility.

I. Worker's Compensation and Employers Liability Insurance shall be maintained by during the term of the Contract for all employees engaged in providing goods or services under the Contract, in accordance with all applicable laws. The amount of such insurance shall not be less than:

| | |
|-------------------------|---------------------------------------|
| Workers' Compensation - | Statutory Requirements |
| Employers Liability - | \$_____ Limit Each Accident |
| | \$_____ Disease - Limit Each Employee |
| | \$_____ Disease - Policy Limit |

II. Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by Seller. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for the Subcontract, Property Damage, Personal Injury and Fire Legal Liability Coverages. Seller must also include Products & Completed Operations, with the Completed Operations Coverage maintained for the Project for not less than ten (10) years following completion and acceptance by the District. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

| | |
|---|---------|
| Each Occurrence | \$_____ |
| Damage to Rented Premises | \$_____ |
| Medical Expense | \$_____ |
| Personal and Advertising Injury | \$_____ |
| General Aggregate | \$_____ |
| Products - Completed Operations Aggregate | \$_____ |

The aggregate limits shall be separately applicable to this Project through the use of an endorsement approved by the District.

III. Automobile Liability Insurance shall be maintained by Seller as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

| | |
|--------------------------|-------------------------|
| General Aggregate | \$_____ |
| Bodily Injury, including | \$_____ Combined Single |
| Death & Property Damage | Limit Each Accident |
| Liability | |

IV. Umbrella Liability Insurance or Excess Liability Insurance shall not be less than \$_____ each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a “following form” basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to the goods and services being provided, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by the District.

V. Pollution Liability Insurance shall be maintained by Seller on an “occurrence” basis with a limit of not less than \$_____ each occurrence and \$_____ aggregate for the Project. Limits must be project specific, dedicated to the goods and services provided by or for Seller on the Project only. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from general contracting activities for which Seller is liable. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

VI. Professional Liability Insurance shall be maintained by Seller insuring its legal liability arising out of the performance of professional services under this Contract. Such insurance shall have limits of not less than \$_____ each claim and aggregate. Seller must continue to maintain this policy for a period of not less than ten (10) years after completion of its professional services hereunder. The policy retroactive date will always be prior to the date professional services were first performed by Seller hereunder, and the date will not be moved forward during the term of this Contract and for 10 years thereafter.

VII. Personal Property Insurance shall be maintained by Seller on an “all risk” basis for no less than the full replacement cost value of Seller’s tools and equipment. The District assumes no responsibility whatsoever for theft or damage sustained to Seller’s personal property.

VIII. Valuable Papers. Seller shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

IX. Miscellaneous:

Insurance carriers must have a “Best’s Rating” and a “Financial Size Category” as set forth in the most current edition of Best’s Key Rating Guide of a minimum of A-VIII. Insurance carriers must be properly admitted as required by applicable law. In the event Seller’s insurance policy(ies) provide greater coverage and/or greater limits than the minimum requirements set forth herein, then the District and the other additional insureds shall be entitled to the full coverage and limits of such policy(ies), and these insurance requirements will be deemed to require such greater coverage and/or greater limits.

The required insurance shall cover Seller, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) providing any goods or services under any contract or agreement with Seller. The Commercial General, Automobile, Umbrella and Pollution Liability insurance policies provided by Seller to meet the requirements of the Contract shall name the District and any other parties set forth in Paragraph VIII below, as additional insureds using Additional Insured Endorsement ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01 or if not available, their equivalent acceptable to the District. The required insurance will be primary and non-contributory to any insurance or self insurance maintained by any of the additional insureds.

Seller for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required under the Contract, hereby waives fully for the benefit of the District and the other additional insureds any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Seller. Seller shall obtain a waiver of any subrogation right that its insurers may acquire against the additional insureds by virtue of payment of any such loss covered by such insurance.

Concurrently with the execution of the Contract, Seller shall file with the District original certificates of insurance and endorsements showing the required insurance to be in force. These certificates of insurance and the corresponding policies, whether by endorsement or otherwise, shall contain provisions that at least thirty (30) calendar days advanced written notice by mail shall be given to the District of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverages. The acceptance by the District of any certificate of insurance pursuant to the terms of the Contract evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by the District that the insurance requirements have been met or that the insurance policies shown on the certificates of insurance are in compliance with the requirements of the Contract. The certificates of insurance shall show the District as the certificate holder. Upon demand by the District, Seller shall deliver to the District certified true and correct copies of any and all insurance policies required to be maintained by Seller hereunder.

VIII. Additional Insureds:

APPENDIX D



TESTC-2 QP ID: DAWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER Sihle Insurance Group - Clwtr 2653 McCormick Dr Clearwater, FL 33759 | | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: | |
| INSURED | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: | |
| | | INSURER B: | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR INSR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|--|
| | <input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO DEC <input type="checkbox"/> LOC | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | POLICY # | | | EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTAL \$ 500,000 MEDICAL (Any One Person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GEN'L AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SOLE OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | <input checked="" type="checkbox"/> | POLICY # | | | COMBINED SINGLE LIMIT (Each Occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ MEDICAL \$ |
| | <input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> UED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ MEDICAL \$ |
| B | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory In NH) If yes, provide a brief DESCRIPTION OF OPERATIONS below: | Y/N | N/A | POLICY # | | | <input checked="" type="checkbox"/> MAX STAT L. TO SV LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - PER EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 SEE ATTACHED...

| | |
|--|--|
| CERTIFICATE HOLDER Carrollwood Recreation District & Carrollwood Civic Association 3515 McFarland Road Tampa, FL 33618 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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ACORD 25 (2010/05)

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NOTEPAD:HOLDER CODE
INSURED'S NAMETESTC-2
OP ID: DAWNPAGE 2
Date 11/19/2014

Carrollwood Recreation District & Carrollwood Civic Association, including their members, officers and directors are included as additional insured as respects general liability as required by written contract.

A waiver of subrogation applies to the general liability, auto liability & workers compensation in favor of Carrollwood Recreation District & Carrollwood Civic Association, including their members, officers and directors.

General liability applies primary/non-contributory.